

APPLICATION FOR THE CLEAN OHIO CONSERVATION FUND SUMMARY SHEET

APPLICANT: Hamilton County Park District CODE # 061-02037

DISTRICT NUMBER: 2 COUNTY: Hamilton DATE 4/4/08

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FAX: (513) 521-2896 E-MAIL rhamre@greatparks.org

PROJECT NAME: Whitewater Riparian Acquisitions - Phase 2

ELIGIBLE APPLICANT

(Check Only 1)

- ☐ A. County (1)
☐ B. City (2)
☐ C. Township (3)
☐ D. Village (4)
☐ E. Conservancy District (6)
☐ F. Soil & Water
 Conservation District (7)
☐ G. Joint Recreational District (8)
☒ H. Park District/ Authority (9)
☐ I. Nonprofit Organization (10)
☐ J. Other _____ (11)

PROJECT TYPE

(Check Largest Component)

- ☒ A. Open Space (7)
☐ B. Riparian Corridor (8)

PRIMARY PROJECT EMPHASIS 14, 20, 21

14. Fee Simple acquisition of lands to provide access to riparian corridors or watersheds.
 20. Acquisition of connecting corridors
 21. Supports comprehensive open space planning

ESTIMATED TOTAL

CLEAN OHIO CONSERVATION

PROJECT COST (from 1.1f): \$ 342,289.00 FUNDING REQUESTED: (from 1.2e) \$ 201,951.00

NRAC APPROVAL - To be completed by the NRAC Committee ONLY

GRANT: \$ _____

FOR OPWC USE ONLY

PROJECT NUMBER: _____

APPROVED FUNDING: \$

Local Participation _____%

Project Release Date:

Clean Ohio Fund Participation _____%1

1.0 PROJECT FINANCIAL INFORMATION

1.1 PROJECT ESTIMATED COSTS: TOTAL DOLLARS In Kind Dollars

(Round to Nearest Dollar) (See definition in instructions.)

- a.) Acquisition Expenses: \$ 301,114.00 _____
- Fee Simple Purchase \$ 301,114.00
- Easement Purchase \$.00
- Other Earnest Money \$.00
-
- b.) Planning and Implementation: \$ 14,675.00 _____
- Appraisal \$ 4,400.00
- Closing Costs \$ _____
- Title Work \$ 1,725.00
- Environmental Assessments \$ 6,150.00
- Survey \$ 2,400.00
- Other Eligible Costs \$ _____
-
- c.) Construction or Enhancement of Facilities: (Restoration) \$ 26,500.00 _____
- HCPD Restoration Costs**
- Plant 3,500 tree and shrub seedlings \$12,000.
- Plant native wildflower seed \$2,000.
- Deer fence around entire sites \$8,000.
- Amur honeysuckle removal/weed control \$3,000.
- Maintain area for first five years \$1,500.
- Total** \$26,500.
-
- d.) Permits, Advertising, Legal: \$.00 _____
-
- e.) Contingencies: \$.00 _____
- (not to exceed 10% of total costs)
-
- f.) TOTAL ESTIMATED COSTS: \$ 342,289.00

1.2 PROJECT FINANCIAL RESOURCES:

(Round to Nearest Dollar and Percent)

DOLLARS

a.) In-Kind Contributions (Please define)_____	\$_____	.00
b.) Applicant Contributions (Local Funds)	\$ <u>105,338.00</u>	<u>30.7%</u>
c.) Other Public Revenues		
Nature Works	\$_____	.00
Land Water Conservation Fund	\$_____	.00
Ohio Environmental Protection Agency	\$_____	.00
Ohio Water Development Authority	\$_____	.00
Community Development Block Grant	\$_____	.00
Ohio Department of Natural Resources	\$_____	.00
OTHER <u>Anderson Township</u>	\$ <u>30,000.00</u>	<u>8.8%</u>
d.) Private Contributions-Gratsch gift credit	\$ <u>5,000.00</u>	<u>1.5%</u>
<i>SUBTOTAL LOCAL RESOURCES:</i>	\$ <u>140,338.00</u>	<u>41%</u>
e.) CLEAN OHIO CONSERVATION FUND:	\$ <u>201,951.00</u>	
Funds from another NRAC	\$_____	.00
<i>SUBTOTAL CLEAN OHIO RESOURCES:</i>	\$ <u>201,951.00</u>	<u>59%</u>
f.) TOTAL FINANCIAL RESOURCES:	\$ <u>342,289.00</u>	<u>100%</u>

1.3 AVAILABILITY OF LOCAL FUNDS:

Please list any partnership with other sources. (i.e.; is this part of a larger project or plan):

2.0 PROJECT INFORMATION

If the project is multi-jurisdictional, information must be consolidated in this section.

X Please check here if additional documentation is attached.

2.1 BRIEF PROJECT DESCRIPTION - (Sections A through E):

A: SPECIFIC LOCATION: Please attach a map.

PROJECT COUNTY: Hamilton PROJECT ZIP CODE: 45244

B: PROJECT COMPONENTS: Please describe the various project components.

C: PROJECT EMPHASIS AS DEFINED BY SECTIONS 164.22 (A) (B) OF THE OHIO REVISED CODE AND LISTED IN APPENDIX A: Please describe.

D: DEFINE TERMS OF EASEMENTS:
PLEASE REFER TO SECTION 164.26 OF THE OHIO REVISED CODE.

E: INFORMATION REGARDING PUBLIC ACCESS

Where is the access located? Is it open to the general public or are there restrictions? What are the hours of availability? Will the general public be given the opportunity to participate in the planning of the project?

2.2 OWNERSHIP/MANAGEMENT/OPERATION: Please address.

Site	Acreage	Offer		HCPD \$	Anderson Township (AT) Donation	Gratsch Gift Credit
Thieryoung	0.46	\$88,000.00	.50	\$39,380.50	\$30,000.00	
Gratsch	0.46	\$30,000.00	.25	\$15,651.75		\$5,000.00
Grimmeissen	0.53	\$79,000.00	.50	\$35,690.50		
Bottom	0.52	\$81,000.00	.50	\$36,510.50		
Ridge	0.17	\$9,509.50	.36	\$5,221.15		
Anderson	0.09	\$4,999.80	.13	\$3,105.67		
EME Fence/Eheman	0.15	\$8,604.70	.27	\$4,778.43		
Total	2.38	\$301,114.00	.51	\$140,338.49	\$30,000.00	\$5,000.00

Table A

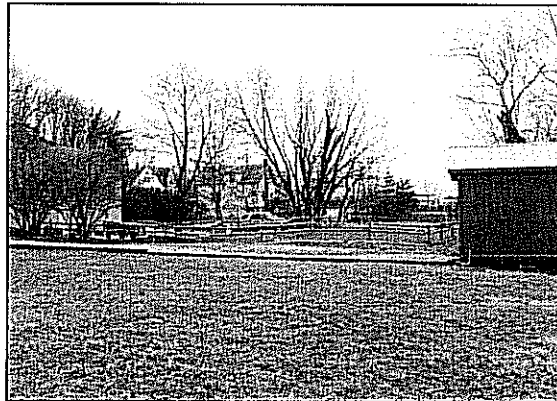
2.0 Project Information

2.1 Brief Project Description

- A. **Specific Location:** The seven properties in this application are located in the 5000- 5100 blocks of Batavia Road, Cincinnati, Ohio in the southeastern portion of Hamilton County along the Little Miami Scenic River (LMSR) near Lunken Field Airport. It is within the 45244 zip code area in Anderson Township and located within the Little Miami River Watershed. See Exhibits 1 & 2.
- B. **Project Components:** See Attachment A.

Summary

The Hamilton County Park District (HCPD) and Anderson Township are partnering on this application to purchase a 2.4 acre corridor along McCullough Run to secure a bike trail corridor for the Little Miami Scenic Trail extension and to help preserve the McCullough Run and LMSR riparian corridors. This purchase includes the fee simple acquisition of four single family lots and the acquisition of corridors on three additional adjoining properties. These seven properties include a combination of open space and riparian corridor within the Little Miami River and McCullough Run Floodplains which is currently degraded and require restoration. The property owners selling corridors only will retain ownership and occupancy of their dwellings.



*View looking west towards the
future Little Miami Scenic Trail
Corridor Extension.*

Anderson Township has agreed to contribute \$30,000 towards the purchases in this application and will hold title to the Thieryoung property. The Park District will own the six contiguous properties through a fee simple ownership and hold a bicycle easement through the Thieryoung property. The HCPD will also be responsible for designing and constructing the trail as well as maintaining and patrolling it's length. The Park District also received a \$5,000 gift credit on the Gratsch property as the selling price was below the appraised value of \$35,000. This is outlined in the Application Summary Sheet.

These seven properties adjoin an existing 121 acre, protected riparian greenspace along the Little Miami River which is owned and maintained by Anderson Township. The land in this application is needed for the trail corridor to avoid crossing the deeply incised McCullough Run which is located on the Anderson Township property. By acquiring this primarily flat corridor, the trail will be more easily traversed through this area causing minor impact to the environment and preserving the stream bed.

In addition to the properties in this application the HCPD is currently negotiating with Super America to receive a donation of 1.2 acres of bicycle corridor on their property directly southwest of the application properties. See Exhibit 2. This acreage will be necessary to connect to already secured trail corridor property. See the Cooperation Agreement section for the tentative confirmation letter from Super America. This agreement could not be finalized as of the filing of this application; however, the HCPD believes an agreement will be met soon.

The HCPD bike trail extension includes two phases. The first phase will extend from the Little Miami Golf Center to Clear Creek Park. The easement for this phase has been secured and the design process has begun. The second phase will utilize the properties purchased in this application and stretches from Clear Creek Park to Beechmont Avenue.

The four homes that will be purchased in this application will be demolished by the HCPD and their sites maintained as open space until the entire bike trail corridor is secured. The Park District will also begin planting native species along the upper portions of the site and will perform an environmental study on the sites to determine if there are any hazardous materials located within the structures or on-site. It is not anticipated that any hazardous materials will be found, but in the event there are, the HCPD will remove these substances at their own cost following Best Management Practices. Site demolition will be also handled and funded by the HCPD and not be a part of this application.

The HCPD's Land Management department has prepared a two-phase restoration plan for the properties in this application. The first phase will be a part of this application and include planting native trees, shrubs and wildflower seed in the upper area of the properties that are not being impacted by the trail construction. The second phase of the restoration plan will include planting native trees and shrubs within the trail corridor to enhance the riparian corridor's diversity as well as provide shade for trail users. It is anticipated that the trail work will begin in approximately five years therefore the second phase of restoration will not be a part of this application and will be funded by the HCPD. The costs for Phase 1 will be a part of this application.

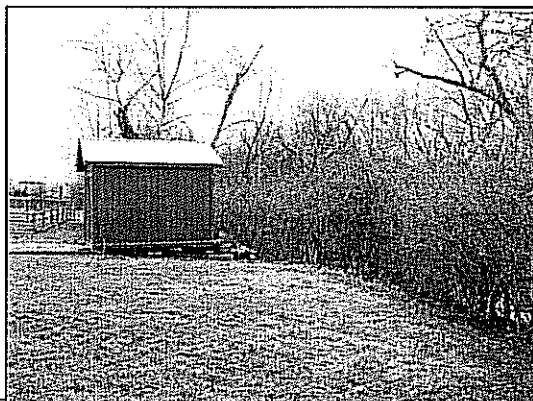
The sites lie entirely within the LMSR 100 year floodplain. The sites are primarily flat with the exception of the bank along the edge of the properties which has slopes in excess of 20% and drain into McCullough Run. The site lies within the **Urban Land-Huntington complex, Uh and Jules silt loam, Ju** soil classifications. See Part IV, section 3 for soil details.

C. Project Emphasis

OPEN SPACE

X 1. Reduces or eliminates non-native, invasive species of plants, and revegetates with native species.

The HCPD will hire a contractor to perform honeysuckle spraying on the site in the Fall of 2008. Staff will remove the invasive species when the plants have died. Approximately ½ acre of invasive honeysuckle is present in the riparian corridor on the northern portion of the properties and some invasive species are also present on the upper portion of the sites. The cost for performing this work will be included in this grant application.



View looking west showing existing invasive plants and typical steep bank along the properties.

As mentioned earlier, The HCPD has a two-phased restoration plan that will ultimately reforest the acquisition sites with native plants. **Phase 1 planting** will occur when the properties are purchased in 2008 and will include planting native trees, shrubs and wildflower seed on the upper portion of the sites. By planting this vegetation now, it will give these plants a chance to establish themselves and create a buffer between Batavia Road and the future bike trail. The costs of Phase 1 of the Restoration Plan will be a part of this application and is outlined below.

Restoration Plan – Phase 1

The McCullough Run Connector Acquisitions include about 50% fill and 50% native soils. There are currently buildings, turf grass and Amur honeysuckle on the seven sites that will need to be removed or controlled.

A total of one acre will be planted and restored in Phase 1 using native tree and shrub seedlings as well as native wildflowers and protected with deer fencing. In addition, the Amur honeysuckle in the wooded areas would be sprayed in the fall so that no native vegetation will be affected. This will allow native species to grow in the understory of this riparian corridor while allowing a view of the river valley itself.

HCPD Phase 1 Restoration Costs

Plant 3,500 tree and shrub seedlings	\$12,000.
Plant native wildflower seed	\$2,000.
Deer fence around entire sites	\$8,000.
Amur honeysuckle/weed control	\$3,000.
Maintain area for first five years	<u>\$1,500.</u>
Total	\$26,500.

Restoration Plan – Phase 2

Due to the future trail construction on the lower portion of the properties, the phase 2 restoration planting occurring along the trail corridor will not be implemented until the trail is completed to avoid any disturbance to the plantings. The phase 2 cost will not be included in this application. See Exhibit 3 – Restoration Plan

X 5. Includes linkages to other parks or openspace/greenspace preserves, population centers.

X 6. Supports openspace/greenspace planning and preserves lands as recommended within previously identified planning or natural resources management documents.

The McCullough Run Connector Acquisitions adjoin a protected 121 acre greenspace which is owned and maintained by Anderson Township. This connecting greenspace is a part of the State protected LMSR riparian corridor. For several years the HCPD has been actively seeking greenspace land along this river to protect the riparian corridor as well as to secure a corridor for the continuation of the Little Miami Scenic Bike/Hike Trail. This trail extension will link the Little Miami Golf Center, Clear Creek Park and the Anderson Township greenspace to the existing 76 mile LMST system ending in Springfield Ohio.

This application is consistent with recommendations proposed in the **1994 Site Acquisition Plan** prepared by the HCPD which identifies critical properties to acquire for the purposes of greenspace preservation and recreational trail creation. It is also consistent with the Ohio-Kentucky-Indiana Regional Council of Government's **(OKI) Regional Bicycle Plan** for new trails in the region. See Attachments 1 and 2 in Appendix 1. Also, see Part IV – Community Planning for more information on this element.

To date, the HCPD has purchased approximately 2.5 miles of bike corridor property along the LMSR and has identified other sites for future consideration. This 2.5 mile bike trail section was built by the HCPD in 2006 and is being successfully used by bikers and walkers in the region. The trail extension in this application will connect to this trail system.

X 7 Provides access to natural areas that result in recreational, economic, or aesthetic preservation benefits.

This property is being purchased to secure a needed easement for an extension to the Little Miami Scenic Bike/Hike Trail. When this trail is completed, this property will be accessible to the public and add approximately three additional miles to the existing trail system. This trail not only increases the recreational enjoyment to people in this portion of the county, but also potentially



View of the future Little Miami Scenic Bike Trail corridor.

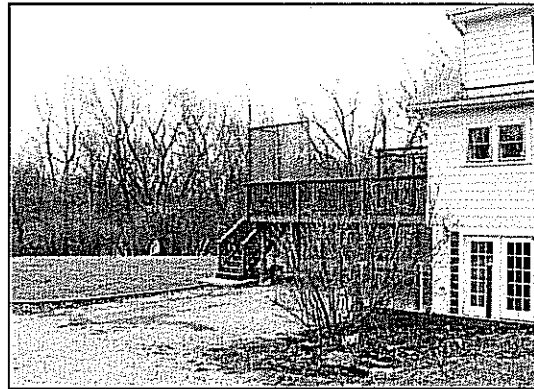
enhances economic opportunities for local businesses and provides access to a greater area of riparian corridor in Hamilton County. The HCPD will be maintaining this property and implementing Phase 1 of the Restoration Plan in the interim. The HCPD will design and build the trail and patrol and maintain the bike trail after its completion.

Riparian Corridor

X 10. Preserves or restores functioning floodplains, including groundwater recharge areas.

X 13. Preserves or restores streamside forest, native vegetation or adjacent habitat.

Portions of the seven properties in this application are located within the McCullough Run and LMSR floodplains. The northern portions of these properties encroach into the McCullough Run riparian corridor and contain primarily turf grass and other non-native species. This type of non-native habitat is not conducive to a healthy stream habitat and will be improved by planting native trees, shrubs and wildflowers with the riparian corridor.



View looking north showing the typical existing riparian corridor along McCullough Run.

The application properties, in some areas encroach into this riparian corridor 80 feet leaving only 20 feet of vegetated corridor. This existing vegetative habitat which includes a significant amount of invasive species, does not provide adequate filtration of on-site waste runoff nor does it provide the generally accepted width of riparian corridor for a stream of this size. **The Ohio Department of Natural Resources' (ODNR) Best Management Practices** recommend that stream corridors like McCullough Run have at least 100' of native vegetative buffer along its banks. The HCPD further recommends in their **BMP Riparian Corridor Plan**, February 2002, up to 100' to 300 feet of riparian corridor from the high water mark of the stream to be maintained along stream banks to preserve a healthy habitat for plants and animal species. Additionally, since the McCullough Run empties into the State protected Little Miami Scenic River it is likely that pollutants from these homes are being deposited into this stream which ultimately pollute the LMSR. There are also known endangered species within the LMSR which could potentially be impacted by these materials, although none are located in the portion of river where the McCullough stream empties.

A primary issue that will be addressed by the purchase of these properties is the reduction of septic tank waste potentially leaching into the McCullough Run stream basin. All of the sites in this application are on septic tank systems and one is not functioning well. This purchase will eliminate the septic systems used by four of the home owners and will also provide additional filtration that will be

provided through tree and shrub planting to reduce pollutants thus minimizing its impact on the stream and river's environment.

Furthermore, the LMSR regularly engulfs the McCullough Run as shown in the photo to the right likely collecting waste from the acquisition sites. By filtering potential on-site contaminants through natural processes it will help reduce pollutants from directly entering the LMSR further improving the health of the stream.



Looking north from the acquisition sites at McCullough Run during a flood event of the Little Miami Scenic River.

The preservation of this site's riparian habitat will not only enhance the health and viability of the existing riparian corridor of McCullough Run, but will also prevent erosion along this riparian area and reduce pollutants entering the LMSR.

X 15 Permanent acquisition of riparian corridors, watersheds, forested Hillside, or greenspace linkages.

These properties will be purchased as a fee simple ownership through a partnership between the HCPD and Anderson Township and will secure 2.4 acres of riparian corridor along McCullough Run. This purchase will secure a needed corridor for the Little Miami Scenic Bike Trail extension, preserve an important headwater stream within the Little Miami Scenic River watershed, enhance an existing preserved riparian corridor property and provide linkage through existing preserved greenspace. The HCPD will ensure that these properties' riparian corridor will be widened to create a healthy environment and will provide a public access to this rich natural environment.

X 16. Plant vegetation or reforests lands for filtration to improve water quality, or to control stormwater runoff.

One critical benefit of preserving this property is its relevance to water quality. The homes being purchased in this application currently are on septic tank systems which potentially are leaching into the McCullough Run which eventually flows into the LMSR. In addition to the septic tank pollutants, runoff from Batavia Road drains through these homes' properties into the stream. After purchasing these sites, four homes will be demolished and therefore be removed from the septic tanks alleviating pollution into the stream. The HCPD will more importantly ensure that the riparian corridor along McCullough Run is planted with native woodland trees and shrubs to assist in filtration on the site and decrease siltation into the stream, thus improving its water quality.

X 17. Preserves headwater streams.

The Ohio EPA defines a headwater stream as a stream with a watershed less than or equal to 20 square miles. McCullough Run falls well within this definition and more importantly is a headwater to the state protected LMSR. Because the homeowner's lawns are encroaching upon the riparian corridor, it has been degraded and almost eliminated in some portions of the stream. The degradation upon this headwater stream's habitat through tree and shrub removal causes significant consequences to this stream environment as well as the LMSR downstream. The Ohio EPA states that "when headwater streams are degraded, especially if over a large area, larger rivers which they feed into are also threatened."



View looking west at McCullough Run and surrounding riparian corridor. Acquisition sites are to the left of this picture.

The purchase and protection of these properties along this headwater stream will help in improving its preservation significantly and to help improve the health of the LMSR. Currently the homes being purchased along this corridor by the Park District are on Septic Systems which have the potential to pollute the headwater stream. Purchase of these properties will allow the HCPD to plant native species to remediate this potential runoff issue as well as eliminate four of the septic tank users along this stretch of stream. See Attachment 3 in Appendix – Ohio EPA "The importance and benefits of Primary Headwater Streams".

D. Define Terms of Easement

RESTRICTIVE COVENANT -SELLER will agree to development restriction (to be included in the additional restrictions mentioned below) to restrict the development of any boat ramps, soccer fields or gravel mining in the event that the BUYER/OPTIONEE is successful in their grant application.

The SELLER also agrees that, in the event that the BUYER/OPTIONEE is successful in their grant application, the deed shall contain the following additional restrictive language **"McCullough Run Connector Acquisitions - DECLARATION OF RESTRICTIONS**

RESTRICTIVE COVENANT in the event that the BUYER is successful in their grant application, the deed from the SELLER shall contain the following additional restrictive language *"Buyer agrees to perpetually keep this property in greenspace. Potential development of this property will be for providing appropriate access for outdoor recreation for the extension of the Little Miami River Scenic Trail. Public access into and through the site will be provided by the Buyer in a relatively narrow corridor through the property designed to connect with other properties owned or eventually controlled by Buyer. Buyer agrees that the Deed Restrictions shall be perpetual and shall*

not be amended, released, extinguished or otherwise modified without the prior written approval of the Director of the Ohio Public Works Commission (OPWC), at the Directors sole and absolute discretion, who shall have full enforcement authority with respect to the Deed Restrictions. If any amendment, release, extinguishment or other modification of the Deed Restrictions should occur without the prior written approval of the Director, Buyer or its successors and assigns as owner of the Land or interest therein, shall pay to the OPWC upon demand from the Director an amount equal to the greater of: (a) 200 percent (200%) of the Funds disbursed by the OPWC for the Project, together with interest occurring thereon at a rate equal to 6 percent (6%) per annum from the date of disbursement; or (b) 200 percent (200%) of the fair market value of the Project."

- 2.3.1 Purchase Contract:** The HCPD has signed purchase agreements with the McCullough Run Connector Acquisition owners for the agreed upon amounts in this document. The HCPD is prepared to immediately move forward with the purchase once a contract with OPWC is executed. The purchase agreements for these properties are included with the appraisal information.

Part III. Compliance with State Criteria

1. Percentage of Clean Ohio matching funds necessary to complete project

_____ 75% _____ 74 - 70% _____ 69 - 65% _____ 64 - 60% X <60%

The HCPD is requesting 59% of Clean Ohio Funding for the 2008 Funding year.

2. Level of collaborative participation: Participation means active involvement through in-kind services or funding.

 X local political subdivisions X State agencies _____ federal agencies

_____ community organizations X conservation organizations

 X local business groups

Anderson Township's Board is partnering with the HCPD on the McCullough Run Connector Clean Ohio application and supports this project. They have agreed to contribute \$30,000 towards the costs of these acquisitions. The Hamilton County Park District will retain ownership of the contiguous six properties and a bicycle easement through the Thieryoung property. Anderson Township will retain ownership of the Thieryoung property. The HCPD is also coordinating with the Anderson Township Park District to build this bike trail extension. They have agreed to fund their portion of this trail extension through the Clear Creek Park which will connect into the HCPD's segment explained in this application. In addition to these two governmental agencies support, HCPD is also negotiating with Super America to finalize a 1.2 acre land donation for a corridor through the

Super America site which will connect the application acquisitions to the secured Little Miami Scenic River Trail greenspace. By acquiring this land donation, the HCPD will be able to extend the trail to Beechmont Avenue and across the levee to Otto Armleder Park. See a letter of support from each of these entities in the Consultation with Legislative Authority Section.

3. OPWC Districts

_____ Joint project in more than one district

_____ Joint project in this district

_____ Carries out an adopted community, watershed or other plan overlapping another district

4. Community benefits: Relative economic, social and recreational benefits

___X___ economic benefits

___X___ social/recreational

Economic

The 1999 Little Miami Scenic Trail Users Study prepared by the Ohio-Kentucky-Indiana Regional Council of governments (OKI) found that the Little Miami Scenic Trail generates significant revenue for businesses along the trail. The study concluded that an estimated 150,000 to 175,000 people used the trail between Corwin and Loveland in 1999. The Trail Users Study estimated that each user spends approximately, \$13.54 per person per visit in trip related expenditures. This figure included sales at restaurants, automobile, retail etc. and totaled approximately \$2 million to \$2.4 million dollars per year. Thirty-five percent (35%) of this total went to restaurants, food and beverages and retail stores, and 30% went towards auto expenses. Establishments benefiting from this trail use were restaurants, hotels, motels, retail shops, auto expenses, food and beverage establishments as well as other businesses not identified.

In addition, the study also determined that trail users purchased approximately \$277 per person per year of durable goods which included bicycle related clothing, equipment and accessories. When surveyed, trail users stated that these purchases were directly related to the presence of this trail in the region. The study calculated that this durable goods revenue generation potentially amounted to an additional \$1.1 to \$1.3 million dollars annually to the surrounding OKI region, primarily in Hamilton County.

The completion of this segment of trail would make it possible for the Park District to construct approximately 3 additional miles of trail within the LMST proposed corridor area as delineated in the OKI's Comprehensive Bike Plan. When this connection is made to the LMST it is logical to conclude that some level of this economic vitality will come into this area in the form of increased

restaurant visits, automobile expenses and shopping in the surrounding businesses. When the trail does eventually link to the existing LMST at Little Miami Golf Center, it will undoubtedly be of significant economic value to the surrounding communities.

Some of the economic generators in the vicinity of the trail include numerous restaurant and retail shops located in Mt. Lookout, Mt. Washington and Newtown. Other more recreationally oriented facilities in the area are the Lunken Field Golf Course and play fields and Stanberry Park. Programs are held throughout the year in the Clear Creek Park which will attract visitors to the area and provide them with added exposure and access to the trail system.

Social/Recreational

Beyond economic interest the survey found that there were broader public benefits as well. The three most significant benefits ranked highly by trail users were health and fitness, aesthetic beauty, and preserving open space. Other valued attributes that were ranked highly by trail users were ADA access to the trail, community pride, and tourism and business development.

See Appendix, Attachment 4 for excerpts from the 1999 Little Miami Scenic Trail Users Study.

5. Extent of public access once project is completed.

This project involves fee simple acquisitions of lands for the purpose of making riparian corridors accessible and useable by the general public.

When the bike corridor acquisitions are secured and the bike trail is constructed, this acquisition property will be accessible to the public. It will also make it easier for residents in this vicinity to more directly access this popular trail and take advantage of the surrounding greenway corridors.

6. Operation and maintenance once project is completed

Maintenance/Operations

The property will be maintained by standard BMP stewardship and operational practices implemented by the Hamilton County Park District staff. The HCPD has extensive experience in both trail management and land stewardship. The Park District successfully manages, maintains and patrols over 20 miles of paved bike/hike trails. In 2006, the HCPD constructed a 2.5 miles of trail extension for the LMS hike/bike trail which has been very popular with the public.

The HCPD is an experienced and successful steward of natural resources and is currently responsible for managing over 12,480 acres of natural area in the park district. This natural area also includes hundreds of acres of riparian habitat and prairie.

The HCPD has an operation plan and infrastructure in place for the maintenance of this site which includes patrolling the trail. This plan is consistent with current maintenance and management plans used throughout the HCPD.

Ownership

The HCPD will purchase the estimated 2.4 acres through fee simple ownership in cooperation with Anderson Township. Fee Simple ownership will belong to the Hamilton County Park District and Anderson Township will hold a conservation easement on the single family properties.

The HCPD will contract a company to execute the demolition of the residences and out-buildings on site but will not be a part of this application.

Management

The HCPD will manage the sites for conservation of natural resource purposes with a passive recreation bike/hike trail.

7. Project Management experience of similar or related projects

Generally the HCPD purchases large parcels of land, however in some cases, small tracts need to be purchased to complete a larger project such as bike trail corridors. This purchase will help the Park District realize a greater vision of creating a bike/hike trail which will tie into the existing 76 mile Little Miami Scenic Bike Trail. Below are examples of similar acquisitions that the HCPD has purchased in the past 10 years to realize other potential bike trail corridors in the County. All properties noted below are a part of the 1994 Site Acquisition Study prepared by the HCPD.

- **Beckmeyer property**, 136 acres, This land was purchased to preserve greenspace as well as secure a portion of trail corridor which will eventually connect Richardson Forest Preserve to Winton Woods, Glenwood Gardens, Sharon Woods and Francis Recre-Acres.
- **Whitewater River Corridor Acquisitions** – approximately 2 miles have been acquired along the Whitewater River to secure a trail corridor. The HCPD is actively seeking properties in this planned corridor to realize this plan. The final trail length will total approximately 10 miles and connect Shawnee Lookout to Miami Whitewater Forest.
- **Little Miami Scenic River Bike Corridor Acquisitions** – approximately 2.5 miles were acquired by the Park District to secure a corridor for the Little Miami Scenic Bike Trail. This trail has been constructed from Avoca Park to the Little Miami Golf Center and is extremely popular with visitors. The section of trail presented in this application will eventually hook into this trail system. The HCPD owns, maintains and patrols this section of trail.

Part IV. Compliance with Hamilton County Priorities

1. Community Planning –

The HCPD has identified a future alignment for the Little Miami Scenic Trail bike extension and has actively been seeking properties along this corridor as planned in the **1994 Site Acquisition Plan**. To date, the Park District has constructed approximately 2.5 miles of bike trail extension for the Little Miami Scenic Trail beginning at Avoca Park on Wooster Pike to the Little Miami Golf Center on Newtown Road. Acquiring these properties will help to secure a critical corridor needed for this trail extension project which may eventually lead to downtown Cincinnati.

The HCPD's priority to preserve greenspaces in Hamilton County is reflected in the **Hamilton County Planning Commission's Community Compass Report** No. 16-6 "State of the county Report: Environment. It states that "Whereas past conservation efforts often focused on protecting individual pieces of land, emphasis is now being placed on the need to provide for green infrastructure. Green infrastructure provides a framework for creating an interconnected network of natural streams, conservation lands, working landscapes and other green spaces that support native species, maintain natural ecological processes, sustain air and water resources, and contribute to the health and quality of life for American's communities and people".

This acquisition will help fill in "holes" in the already protected greenspace in Anderson Township. Anderson Township is committed to protecting their greenspaces and this purchase will help complete an in-holding within this already protected greenspace area. **Anderson Township supports the addition of the bike extension through this portion of their township.** See support letter in Cooperation Agreement section

This acquisition will also comply with the EPA mandated and approved **Storm Water Management Program** for HCPD.

In March 2003, HCPD completed this mandated plan that defines HCPD's stewardship practices for all existing and newly acquired greenspaces. This program was approved by the OEPA in 2003, providing the Park District with a five year permit for projects occurring during that time. The HCPD is required by law to implement all stewardship and development guidelines as set forth in our Storm Water Management Program to ensure the greenspaces are managed per the OEPA's standards.

This program outlines the major components of HCPD's stewardship practices. They include: preserving open space; performing environmental assessments on potential acquisitions, reducing impervious surfaces on site, and reforesting sites.

Although the Park District officially started this program in 2003, it has been utilizing many of the practices for decades. The Park District has been protecting significant greenspace for many years. In 1985, the Hamilton County Park District embarked on a program of identifying and removing paved surfaces. Approximately fifteen (15) acres of pavement have been removed.

The Park District also makes it a practice to remove buildings acquired with new properties unless they can be retro-fitted for public. Over the past twenty-five years, the Hamilton County Park District has removed approximately ninety (90) structures. When the McCullough Run acquisitions are purchased four homes will be demolished.

The Hamilton County Regional Planning Commission has been actively creating the **2030 Community Compass Comprehensive Plan** which deals with concepts that are identified by this plan as desirable. The plan's environmental mission statement states "Natural resources including, but not limited to, air, greenspace, rivers, hillsides, and wildlife are preserved, restored and managed to enhance the unique character of the County."

The Ohio Kentucky Indiana Regional Council of Governments (OKI) also adopted the **OKI Regional Bicycle Plan** in 1993 which supports the planning of Bike/Hike trails in this region. Below is an excerpt from it's executive summary relating to this application's goals.

"The OKI Regional Bicycle Plan is a component of the region's multi-modal Metropolitan Transportation Plan. The Metropolitan Plan contains a summary of the existing bicycle facilities and of the recommendations for improving cycling conditions in the region. Towards this end, it is the vision of the Regional Bicycle Plan that vehicular travel by bicycle become an integral mode of travel, both by its inclusion in OKI's regional transportation planning process, and by it's consideration as a choice for trip-making by residents of the OKI region.

A major catalyst for the growth of bicycling in the region is the growing network of shared use paths which include the Little Miami Scenic Trail, The Great Miami River Trail, the Mill Creek Greenway, the Ohio River Trail, the Kentucky River Path and Shaker Trace. The construction, extension and connection of these trails is encouraged. Although primarily used for recreational trips currently, their value for utilitarian travel will increase as they are extended through and connected to population centers."

The bike trail extension alignment in this application is consistent with the Major Bicycle Corridors in the OKI Region Map shown in Attachment 2 in the Appendix.

3. Project preserves or naturally restores steep hillsides with slopes greater than 20%:

A significant portion of these properties provide a relatively flat area to align the LMS Bike Trail extension. The lower portion of the properties however contain steep slopes of 20% slope or greater as shown in the photo to the right. These slopes may have a propensity to erode if not adequately stabilized by vegetation. By preserving and managing this tract of land, the HCPD will ensure that erosion is controlled.



Typical steep slopes along acquisition corridor which drain into McCullough Run.

The HCPD will plant native vegetation needed to stabilize these sensitive banks and to enhance the existing riparian corridor. When the HCPD completes construction of the bike trail, Best Management Practices for protecting the steep slopes will be strictly followed. See site plan Exhibit 2, for contour map.

Soils Information

There are two soil types within the project's scope. Urban Land – Huntington complex and Jules silt loam. Both soil types are typically found in floodplains and predominantly flat areas. There are some variations in slope within this classification near streams as noted below, but is limited. This property does however have some steep slopes which are associated with the stream bed. The trail being constructed on this property may experience periodic flooding, however, it will be constructed to withstand the types of flood typically experienced in this floodplain.

Urban Land-Huntington complex Uh – This complex consists of Urban land and a deep, nearly level, well drained Huntington soil on flood plains. Areas not protected are flooded for brief periods in winter and spring. This classification ranges from 0% to 2% slopes with well drained soils located on floodplains. Areas not protected are flooded for brief periods in winter and spring. Areas in this complex range from 20 to 200 acres in size and contain about 60 percent Urban land and 20 percent Huntington silt loam.

Included in this mapping are small areas of Elkinsville soils on low outwash terraces. Also included, area soils that have short, nearly continuous slopes of 10% to 25%. The soils have moderate permeability and high or very high available water capacity. Runoff is slow. The root zone is deep and slightly acid to mildly alkaline. The potential for frost action is high.

The Huntington soil makes up the parks, open space, lawns, and gardens. It is well suited to lawns, vegetable and flower gardens, trees, and shrubs.

Jules silt loam, Ju – This deep, nearly level well drained soil is on flood plains. It is generally near slope breaks to uplands or outwash terraces. Flooding may occur at any time of the year, but commonly occurs for brief periods in spring. This classification ranges from 0% to 2% in slope with well drained soils located on floodplains. Flooding can occur in this soil type at any time of the year, but generally floods in spring. All of these flood events are generally brief in nature. The Ju classification is generally found in areas ranging in size from 10 to 2,500 acres.

Permeability is moderate in this classification. The root zone is deep and mildly alkaline or moderately alkaline. The available water capacity is very high, and runoff is slow. The organic matter content is moderately low. The potential for frost action is high. It is suitable for crop lands, but is also well suited to trees and to habitat for openland and woodland.

See Soil Survey Map Exhibit 4.

See USGS Map Exhibit 5

4. Preserves or enhances undeveloped lands along viewsheds of major highway

N/A

5. Protection of highly erodible lands:

N/A

- 6. Readiness to proceed:** The HCPD has secured all the needed documentation and has completed negotiations with the owners of these properties. HCPD is ready to proceed immediately to purchase these properties upon notice of acceptance of Clean Ohio Conservation funding. All property acquisition information such as appraisal and purchase agreements can be found in the appraisal section of this application.

3.0 PROJECT SCHEDULE:*

		BEGIN DATE	END DATE
3.1	Planning and Implementation:	<u> / / </u>	<u> / / </u>
3.2	Land Acquisition/Easements:	<u>4/04/08</u>	<u>4/04/09</u>
3.3	Site Improvements:	<u>9 /1 /08</u>	<u>12/1 /09</u>

* Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by a project official of record and approved by the commission once the Project Agreement has been executed.

4.0 PROJECT OFFICIALS:

4.1	CHIEF EXECUTIVE OFFICER	Jack Sutton
	TITLE	Director
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 521-7275
	FAX	(513) 521-2606
	E-MAIL	jsutton@greatparks.org
4.2	CHIEF FINANCIAL OFFICER	Doug Barker
	TITLE	Treasurer
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 521-7275
	FAX	(513) 521-2606
	E-MAIL	dbarker@greatparks.org
4.3	PROJECT MANAGER	Ross Hamre
	TITLE	Planning Director
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 728-3551, ext. 256
	FAX	(513) 521-2896
	E-MAIL	rhamre@greatparks.org

Changes in Project Officials must be submitted in writing from the CEO or CFO.

5.0 ATTACHMENTS/COMPLETENESS REVIEW:

In order that your application may be processed in a timely fashion, please submit your application on 8 ½ by 11 white paper with dark ink so that it may be copied for others. It is understood that some items may not conform to this request such as large maps and photographs. Please feel free to include these items.

Confirm in the blocks [] below that each item listed is attached.

- [X] A certified copy of the authorization by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 6.0, Applicant Certification, below.
- [X] A certification signed by the applicant's chief financial officer stating all local share funds required for the project will be available on or before the dates listed in the Project Schedule section.
- [X] A formal detailed estimate of the project's costs provided by an architect, landscape architect, or other professional. For land acquisition, an appraisal by a State-certified general real estate appraiser, as defined under ORC 4763 for the type of land being appraised will need to be submitted to the NRAC prior to closing.
- [X] A cooperation agreement (if the project involves more than one entity) which identifies the fiscal and administrative responsibilities of each participant.
- [X] Resolution of Support (Please refer to section 164.23(B)(1) of the Ohio Revised Code for guidance.)
- [X] Identification of any participation by state agencies that will provide to this particular project and that will provide assistance with respect to the project.
- [X] Information concerning the coordination of the project among local political subdivisions, state agencies, federal agencies, community organizations, conservation organizations, and local business groups.
- [X] Supporting Documentation: Materials such as additional project description, photographs, and/or other information to assist your NRAC in ranking your project. Be sure to include supplements which may be required by your *local* NRAC.
- [X] Have you reviewed your NRAC's methodology to see that you have addressed all components?

6.0 APPLICANT CERTIFICATION:

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that the project, as defined in the application, has NOT resulted in any transfer of title or rights to land or begun any type of physical improvements prior to the execution of a Project Agreement with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding.

JACK SUTTON, Director

 4/4/08
Original Signature/Date Signed 6

ATTACHMENT A

PROJECT EMPHASIS

NOTE: IF THE PROJECT HAS MORE THAN ONE EMPHASIS, PLEASE PLACE A "1" IN THE CATEGORY THAT IS THE PRIMARY EMPHASIS, A "2" IN THE CATEGORY WITH SECONDARY EMPHASIS, AND A "3" IN THE CATEGORY WITH THIRD EMPHASIS.

OPEN SPACE

- ☐ 1. Protects habitat for rare, threatened and endangered species
- ☐ * 2. Increases habitat protection
- ☐ * 3. Reduces or eliminates nonnative, invasive species of plants or animals
- ☐ 4. Preserves high quality, viable habitat for plant and animal species
- ☐ 5. Restores and preserves aquatic biological communities
- ☐ * 6. Preserves headwater streams
- ☐ * 7. Preserves or restores flood plain and stream side forest functions
- ☐ * 8. Preserves or restores water quality
- ☐ * 9. Preserves or restores natural stream channels
- ☐ * 10. Preserves or restores functioning flood plains
- ☐ 11. Preserves or restores wetlands
- ☐ * 12. Preserves or restores stream side forests
- ☐ 13. Preserves or restores other natural features that contribute to quality of life and state's natural heritage

RIPARIAN CORRIDOR

- ☐ 1 14. Fee simple acquisition of lands to provide access to riparian corridors or watersheds.
- ☐ 15. Acquisition of easements for protecting and enhancing riparian corridors or watersheds
- ☐ * 16. Reforestation of land
- ☐ * 17. Planting vegetation for filtration
- ☐ * 18. Incorporates aesthetically pleasing and ecologically informed design
- ☐ 19. Enhances educational opportunities and provides physical links to schools and after school centers
- ☐ 2 20. Acquisition of connecting corridors
- ☐ 3 21. Supports comprehensive open space planning
- ☐ * 22. Provides multiple recreational, economic and aesthetic preservation benefits
- ☐ 23. Allows proper management of areas where safe hunting and trapping may take place in a manner that will preserve balanced natural ecosystems.
- ☐ 24. Enhances economic development that relies on recreational and ecotourism in areas of relatively high unemployment and lower incomes

One (1) through three (3) indicate the project's primary components. Asterisks (*) indicate strong elements involved within this project.

**BOARD OF PARK COMMISSIONERS
HAMILTON COUNTY PARK DISTRICT**

March 19, 2008

RESOLUTION NO. 2733

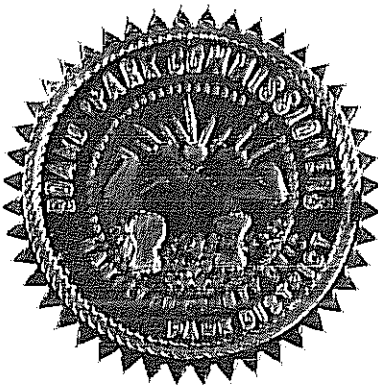
CLEAN OHIO CONSERVATION PROGRAM


WHEREAS, the Board of Park Commissioners of the Hamilton County Park District, desires financial assistance under the Clean Ohio Conservation Program Funds, administered by the Ohio Public Works Commission.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Park Commissioners of the Hamilton County Park District, as follows:

1. That the Board of Park Commissioners of the Hamilton County Park District hereby approves filing of applications for the Clean Ohio Conservation Program Funds for 2008.
2. That Jack Sutton, Director, is hereby authorized and directed to execute and file applications with the Ohio Public Works Commission, to enter into any agreements as may be appropriate and necessary for obtaining this financial assistance, and to provide all information and documentation required in said application for submission to the Ohio Public Works Commission.
3. THAT THE BOARD OF PARK COMMISSIONERS OF THE HAMILTON COUNTY PARK DISTRICT hereby does agree to obligate the funds required to satisfactorily complete the proposed projects and thus become eligible for Clean Ohio Conservation Program financial aid up to 75% of the total project costs.

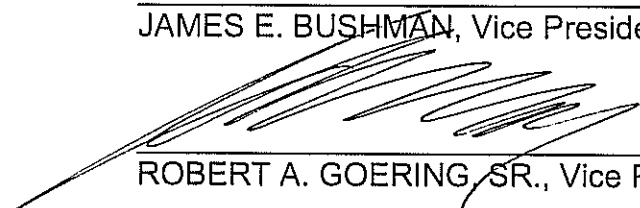
**BOARD OF PARK COMMISSIONERS
HAMILTON COUNTY PARK DISTRICT**





NANCY R. HAMANT, President

JAMES E. BUSHMAN, Vice President

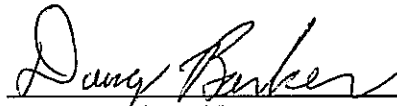


ROBERT A. GOERING, SR., Vice President

CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL FUNDS

April 4, 2008

I, Doug Barker, Treasurer of the Hamilton County Park District, hereby certify that Hamilton County Park District has the amount of \$140,338.00 in the Land Acquisition Fund and that this amount will be used to pay the applicant revenues for the McCullough Run Connector Acquisitions.

A handwritten signature in cursive script, reading "Doug Barker", is written over a horizontal line.

Doug Barker, Treasurer

Purchase Agreement – House at 5186 Batavia Rd.

Thieryoung Property
March 18, 2008

This Purchase Agreement is entered into by and between Timothy Thieryoung with a mailing address of 5186 Batavia Rd. Cincinnati, Oh. 45244 ("SELLER") and the Board of Park Commissioners of the Hamilton County Park District or its assigns with a mailing address of 10245 Winton Road, Cincinnati, Ohio 45231 ("BUYER").

WITNESSETH:

WHEREAS, BUYER desires to acquire certain real property from various owners to extend the Little Miami Scenic Bike Trail ("BIKE TRAIL") from the Little Miami Golf Center to Beechmont Avenue; and

WHEREAS, SELLER owns real property which includes part of the proposed route of the extension of the BIKE TRAIL;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **AGREEMENT TO SELL:** For and in consideration of the sum of \$4,000 payable by BUYER to SELLER at the time of execution of this Purchase Agreement ("EARNEST MONEY"), the receipt of which is hereby acknowledged, SELLER hereby agrees to sell to BUYER, and BUYER hereby agrees to purchase from SELLER, the real estate described below, in fee simple.
2. **PROPERTY DESCRIPTION:** The real estate subject to this Agreement consists of approximately 0.46 Acres ("REAL ESTATE") identified in Hamilton County Auditor's Map Plat Book 500-0440-0017, and known as 5186 Batavia Rd. (as shown on Attachment 1 map).
3. **PRICE AND TERMS:** SELLER shall sell the REAL ESTATE and BUYER shall purchase the REAL ESTATE per the terms stated in this Agreement for \$95,500 ("PURCHASE PRICE").
4. **EARNEST MONEY:** All of the EARNEST MONEY (\$4,000) is to be credited towards the PURCHASE PRICE unless:
 - A. If SELLER breaches this Agreement, the EARNEST MONEY will be refunded in its entirety to BUYER within seven days of notice from BUYER.

- B. If SELLER has marketable title to the REAL ESTATE in fee simple free and clear of all liens and encumbrances and BUYER elects not to purchase the REAL ESTATE, the EARNEST MONEY may be retained by SELLER. The forfeiture of the EARNEST MONEY will be the only penalty placed upon BUYER if BUYER breaches this Agreement.
5. **INSPECTIONS:** SELLER grants BUYER the right to conduct any additional standard inspections of the REAL ESTATE that may be necessary including but not limited to environmental studies and test borings, if needed, and building inspections. The house located on the REAL ESTATE is being sold in "as is" condition.
6. **OTHER CONTINGENCIES:** This Agreement is subject to the formal approval of the Board of Park Commissioners of the Hamilton County Park District at their regularly scheduled Board meeting to be held on March 19, 2008. Following such formal approval, BUYER shall deliver the EARNEST MONEY to SELLER.
7. **PERSONAL PROPERTY:** The following personal property shall be included in the sale: None. SELLER shall remove all personal property from the REAL ESTATE prior to the closing and since the house will be demolished, SELLER may remove building components during SELLER's occupancy.
8. **OCCUPANCY:** SELLER will retain occupancy through June 31, 2009 and will provide liability and building insurance coverage. SELLER will provide any maintenance needed to the house during this extended occupancy and will be responsible for all utilities through their occupancy.
9. **SELLER'S CERTIFICATION:** SELLER certifies to BUYER that, to the best of SELLER'S knowledge: (a) the REAL ESTATE is being sold in "as is" condition; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the REAL ESTATE may be assessed, except None, (c) the REAL ESTATE is zoned as residential and is in a flood plain; (d) no Federal, City, Township, County or State orders have been served upon the REAL ESTATE requiring work to be done or improvements to be made which have not been performed, except: None (e) there are no underground fuel tanks or other tanks that contained or now contain any hazardous waste or other toxic substance except: None; (f) that there is and has been no discharge or disposal by SELLER of any hazardous waste or other toxic substance (as such terms are defined by any applicable federal, state or local governmental law, rule, ordinance or regulation) on the REAL ESTATE, or contamination of the REAL ESTATE by any such substances; that any storage or utilization of any hazardous or toxic substance is fully described in the attached Exhibit "A" hereto; and that any such storage or

utilization is, and has been at all times, in full compliance with all applicable federal, state or local laws, rules, ordinances and regulations.

10. CONVEYANCE AND CLOSING: The closing will be held by approximately June 30, 2008 or on such earlier date as the parties may agree. BUYER shall be responsible for transfer taxes and SELLER shall be responsible for deed preparation. SELLER shall convey marketable title to the REAL ESTATE by Fee Simple General Warranty Deed, free, clear and unencumbered as of the closing, except restrictions and easements of record which do not adversely affect the REAL ESTATE, except None, and except the following assessments (certified or otherwise): None. BUYER shall have the right to cancel this Agreement in the event that any encumbrances or liens or other significant concerns are found upon the title that cannot be resolved in an expeditious manner by SELLER, and SELLER shall immediately return the EARNEST MONEY to BUYER. SELLER may choose to sell the REAL ESTATE using a like-kind exchange.

11. RESTRICTIVE COVENANT in the event that the BUYER is successful in their grant application, the deed from the SELLER shall contain the following additional restrictive language *"Buyer agrees to perpetually keep this property in greenspace. Potential development of this property will be for providing appropriate access for outdoor recreation for the extension of the Little Miami River Scenic Trail. Public access into and through the site will be provided by the Buyer in a relatively narrow corridor through the property designed to connect with other properties owned or eventually controlled by Buyer. Buyer agrees that the Deed Restrictions shall be perpetual and shall not be amended, released, extinguished or otherwise modified without the prior written approval of the Director of the Ohio Public Works Commission (OPWC), at the Directors sole and absolute discretion, who shall have full enforcement authority with respect to the Deed Restrictions. If any amendment, release, extinguishment or other modification of the Deed Restrictions should occur without the prior written approval of the Director, Buyer or its successors and assigns as owner of the Land or interest therein, shall pay to the OPWC upon demand from the Director an amount equal to the greater of: (a) 200 percent (200%) of the Funds disbursed by the OPWC for the Project, together with interest occurring thereon at a rate equal to 6 percent (6%) per annum from the date of disbursement; or (b) 200 percent (200%) of the fair market value of the Project."*

12. REALTORS FEES: Both parties stipulate that there are no Realtors fees involved in this transaction.

13. SOLE CONTRACT: The parties agree that this Agreement constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this Agreement shall be made in writing, signed by all parties and copies shall be attached to all copies of the original


Agreement. This Agreement shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.

14. PROPERTY TAXES: Property Taxes will be prorated to the day of the closing.

15. EXPIRATION AND APPROVAL: This Agreement is null and void if not signed by the BUYER and SELLER in writing on or before 5:00 o'clock (P.M.) CINCINNATI TIME, March 20, 2008. The SELLER has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

16. ACTION BY SELLER: The undersigned SELLER has read and fully understands the foregoing Agreement and accepts said offer on this 18 day of March, 2008, and agrees to convey the REAL ESTATE to BUYER according to the above terms and conditions:

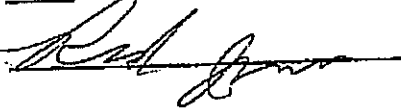
SELLER:


Timothy Thieryoung
5186 Batavia Rd.

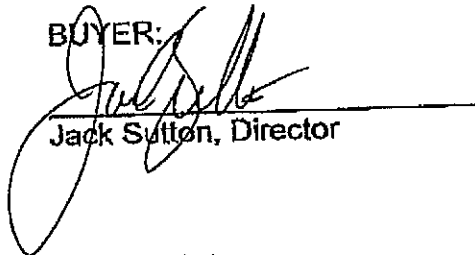
Cincinnati, Oh. 45244

ACCEPTANCE by the BUYER: The Board of Park Commissioners of the Hamilton County Park District hereby accepts the above Agreement on this 20th day of March, 2008 year 8:40 time.

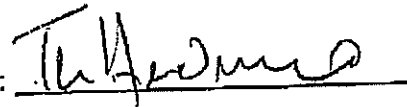
WITNESS:



BUYER:


Jack Sutton, Director

WITNESS:



ADDRESS OF BUYER: Hamilton County Park District
10245 Winton Road
Cincinnati, Ohio 45231 (513) 521-PARK

(This is a legally binding contract. If not understood, seek legal advice.)

Uniform Residential Appraisal Report

File # 0056526

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 5186 Batavia Rd City CINCINNATI State OH Zip Code 45244-3837
 Borrower HAM. CTY. PARK DISTRICT Owner of Public Record THIERYOUNG TIMOTHY D County HAMILTON
 Legal Description LOT 13 TURPIN EST
 Assessor's Parcel # 500-0440-0017-00 Tax Year 2007 R.E. Taxes \$ 1,070.55
 Neighborhood Name ANDERSON Map Reference 17140 Census Tract 0249.01
 Occupant ☒ Owner ☐ Tenant ☐ Vacant Special Assessments \$ 0.00 ☐ PUD HOA \$ N/A ☐ per year ☐ per month
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type ☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)
 Lender/Client HAMILTON COUNTY PARK DISTRICT Address 10425 WINTON ROAD, CINCINNATI, OH 45231
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☒ Yes ☐ No
 Report data source(s) used, offering price(s), and date(s). COUNTY/MLS/INSPECTION/OWNER

I ☐ did ☒ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. APPRAISER WAS NOT PROVIDED A COPY OF THE SALES CONTRACT.

Contract Price \$ TBD Date of Contract PENDING Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s) UNKNOWN
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
 If Yes, report the total dollar amount and describe the items to be paid. UNKNOWN

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	50 %		
Built-Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	3 %		
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	50	Low	NEW	Multi-Family	7 %	
Neighborhood Boundaries RT 50 TO THE NORTH AND WEST, I-275 TO THE SOUTH AND CLERMONT		580	High	120	Commercial	10 %	
COUNTY TO THE EAST.		100	Pred.	80	Other	30 %	

Neighborhood Description SUBJECT IS LOCATED IN A RESIDENTIAL AREA FEATURING VARIOUS STYLES OF HOUSING WHICH HAS RECEIVED GOOD MARKET ACCEPTANCE IN THE PAST. SUBJECT HAS CLOSE PROXIMITY TO EMPLOYMENT, SCHOOLS, SHOPPING, AND MAJOR HIGHWAYS, WITH NO DETRIMENTAL CONDITIONS APPARENT.
 Market Conditions (including support for the above conclusions) ADEQUATE MORTGAGE FUNDS ARE READILY AVAILABLE AT ACCEPTABLE RATES AND COSTS. NO EVIDENCE OF SELLER/BUYER INCENTIVE MARKETING PRACTICES IN THE MARKETPLACE. PROPERTY VALUES ARE STABLE WITH DEMAND AND SUPPLY IN BALANCE. MARKETING TIME IS AVERAGE FOR THE AREA.

Dimensions 100 X 200 Area .459 ACRES Shape RECTANGULAR View AVERAGE
 Specific Zoning Classification R-1 RESIDENTIAL Zoning Description RESIDENTIAL
 Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe

Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private
 Electricity ☒ ☐ Water ☒ ☐ Street ASPHALT ☒ ☐
 Gas ☒ ☐ Sanitary Sewer ☐ ☒ PRIVATE Alley NONE ☐ ☐
 FEMA Special Flood Hazard Area ☒ Yes ☐ No FEMA Flood Zone AE FEMA Map # 39061C0332D FEMA Map Date 5/17/2004
 Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe

General Description		Foundation		Exterior Description		materials/condition		Interior		materials/condition	
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	BLOCK/AVG	Floors	HWWD-VNL/AVG						
# of Stories ONE	<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	ALUMINUM/AVG	Walls	DRYWALL/AVG						
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area 750 sq.ft.	Roof Surface	SHINGLES/AVG	Trim/Finish	PAINTED WD/AVG						
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish NONE %	Gutters & Downspouts	ALUMINUM/AVG	Bath Floor	TILE/AVG						
Design (Style) RANCH	<input checked="" type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	VINYL DP/AVG	Bath Wainscot	TILE/AVG						
Year Built 1957	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	NO/YES	Car Storage	<input type="checkbox"/> None						
Effective Age (Yrs) 20	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	YES	<input checked="" type="checkbox"/> Driveway	# of Cars 1						
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) #	Driveway Surface	ASPHALT						
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel GAS	Fireplace(s) #	<input type="checkbox"/> Fence	<input checked="" type="checkbox"/> Garage	# of Cars 1						
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck	REAR	<input type="checkbox"/> Carport	# of Cars						
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Att.	<input type="checkbox"/> Det.						

Appliances ☒ Refrigerator ☒ Range/Oven ☒ Dishwasher ☒ Disposal ☒ Microwave ☐ Washer/Dryer ☐ Other (describe)
 Finished area above grade contains: 5 Rooms 2 Bedrooms 1 Bath(s) 800 Square Feet of Gross Living Area Above Grade
 Additional features (special energy efficient items, etc.). VINYL DP WINDOWS, REFINISHED HARDWOODS, PATIO AND DECK.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). THE SUBJECT PROPERTY IS IN AVERAGE CONDITION WITH NO MAJOR REPAIRS APPEARING NECESSARY. THE SUBJECT PROPERTY SUFFERS FROM NO FUNCTIONAL OR EXTERNAL INADEQUACIES. THE SUBJECT WAS FOUND TO BE SIMILAR IN UTILITY TO SURROUNDING AND COMPETING PROPERTIES. THERE WAS NO EVIDENCE OF PRESENT OR PAST INFESTATION.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe

Uniform Residential Appraisal Report

File # 0056526

There are 4 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 69,900 to \$ 104,500	
There are 7 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 60,000 to \$ 107,000	
FEATURE	SUBJECT
Address	5186 Batavia Rd CINCINNATI, OH 45244-3837
Proximity to Subject	3.29 miles SE
Sale Price	\$ TBD
Sale Price/Gross Liv. Area	\$ 105.38 sq.ft.
Data Source(s)	COUNTY/MLS 1053123
Verification Source(s)	DOM 274
VALUE ADJUSTMENTS	DESCRIPTION
Sales or Financing	FHA
Concessions	\$2950
Date of Sale/Time	01/11/08
Location	AVERAGE
Leasehold/Fee Simple	Fee Simple
Site	.459 ACRES
View	AVERAGE
Design (Style)	RANCH
Quality of Construction	ALUMINUM
Actual Age	51
Condition	AVERAGE
Above Grade	Total Bdrms. Baths
Room Count	5 2 1
Gross Living Area	800 sq.ft.
Basement & Finished Rooms Below Grade	FULL/UNFIN
Functional Utility	AVERAGE
Heating/Cooling	GFA/CA
Energy Efficient Items	VINYL
Garage/Carport	1 CAR ATT
Porch/Patio/Deck	PATIO/DECK
Net Adjustment (Total)	\$ -5,350
Adjusted Sale Price of Comparables	\$ 91,600
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) COUNTY/MLS	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data Source(s) COUNTY/MLS	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	06/07/05
Price of Prior Sale/Transfer	63,000
Data Source(s)	COUNTY
Effective Date of Data Source(s)	02/21/08
Analysis of prior sale or transfer history of the subject property and comparable sales PRIOR TRANSFER OF SUBJECT WAS "AS IS" IN NEED OF REPAIR.	
NO OTHER SALES AGREEMENTS, OPTION OR LISTINGS OF SUBJECT WITHIN THE LAST 3 YEARS. NO SALES OF COMPS OTHER THAN ABOVE WITHIN THE LAST YEAR.	
Summary of Sales Comparison Approach ALL COMPARABLES ARE SALES WITHIN THE SAME OR SIMILAR MARKET AS OUR SUBJECT. ALL COMPS ARE OF SIMILAR CONDITION AND CONTAIN SIMILAR AMENITIES TO THE SUBJECT. ALL ADJUSTMENTS ARE BASED ON MARKET DERIVED VALUES. DUE TO A LACK OF SIMILAR HOME SALES IN THE SUBJECTS IMMEDIATE AREA APPRAISER EXPANDED SEARCH FOR COMPARABLE SALES. COMPS 1, 2, 3 AND 6 ARE ON MAIN THROUGHWAYS SIMILAR TO THE SUBJECT.	
Indicated Value by Sales Comparison Approach \$ 88,000	
Indicated Value by: Sales Comparison Approach \$ 88,000 Cost Approach (If developed) \$ 94,529 Income Approach (If developed) \$	
THE MARKET APPROACH IS MOST APPLICABLE IN ESTABLISHING THE PRESENT VALUE OF THE SUBJECT PROPERTY WITH SUPPORT FROM THE COST APPROACH.	
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 88,000 as of 03/05/2008, which is the date of inspection and the effective date of this appraisal.	

Uniform Residential Appraisal Report

File # 0056526

ADDITIONAL COMMENTS

COST APPROACH

INCOME

PUD INFORMATION

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) SITE VALUE BASED ON SALES COMPARISONS, IF AVAILABLE, COUNTY ASSESSORS' STATISTICS, OR MARKET EXTRACTATIONS.

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	40,000
Source of cost data MARSHALL & SWIFT	DWELLING 800 Sq.Ft. @ \$ 58.18	= \$	46,544
Quality rating from cost service AVG Effective date of cost data 10/07	750 Sq.Ft. @ \$ 24.88	= \$	18,660
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	PATIO, DECK, ETC.	= \$	5,000
SEE ATTACHED BUILDING SKETCH	Garage/Carport 250 Sq.Ft. @ \$ 22.34	= \$	5,585
TOTAL LIVING AREA = 800 SQ.FT.	Total Estimate of Cost-New	= \$	75,789
DEPRECIATION CALCULATED BY AGE / LIFE METHOD.	Less Physical Functional External		
COST DATA BASED ON CURRENT MARSHALL & SWIFT MANUAL	Depreciation 25,260	= \$(25,260)
AND LOCAL BUILDERS COST.	Depreciated Cost of Improvements	= \$	50,529
	As-Is Value of Site Improvements	= \$	4,000
Estimated Remaining Economic Life (HUD and VA only) 40 Years	INDICATED VALUE BY COST APPROACH	= \$	94,529

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) THE INCOME APPROACH WAS NOT USED DUE TO A LACK OF RELIABLE RENTAL DATA FOR THE AREA.

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source

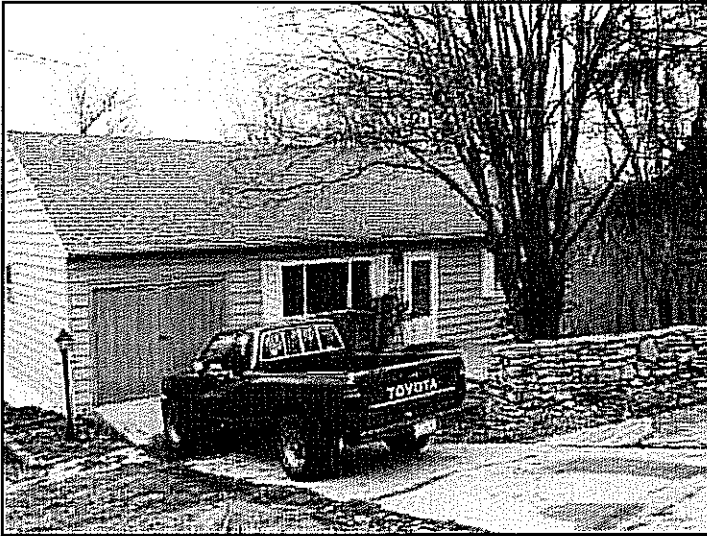
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Subject Photo Page

Borrower/Client	HAM. CTY. PARK DISTRICT				
Property Address	5186 Batavia Rd				
City	CINCINNATI	County	HAMILTON	State	OH Zip Code 45244-3837
Lender	HAMILTON COUNTY PARK DISTRICT				

**Subject Front**

5186 Batavia Rd
Sales Price TBD
Gross Living Area 800
Total Rooms 5
Total Bedrooms 2
Total Bathrooms 1
Location AVERAGE
View AVERAGE
Site .459 ACRES
Quality ALUMINUM
Age 51

**Subject Rear****Subject Street**

Purchase Agreement – House/Bicycle Trail Corridor

Gratsch Property
March 12, 2008

This Purchase Agreement is entered into by and between John M. Gratsch and Eileen M. Gratsch with a mailing address of 5730 Batavia Pike, Cincinnati, Oh. 45244 ("SELLER") and the Board of Park Commissioners of the Hamilton County Park District with a mailing address of 10245 Winton Road, Cincinnati, Oh. 45231 or its assigns ("BUYER").

WITNESSETH:

WHEREAS, BUYER desires to acquire certain real property from various owners to extend the Little Miami Scenic Bike Trail ("BIKE TRAIL") from the Little Miami Golf Center to Beechmont Avenue; and

WHEREAS, SELLER owns real property which includes part of the proposed route of the extension of the BIKE TRAIL;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **OPTION TO PURCHASE:** For and in consideration of the sum of \$4,500 payable by BUYER to SELLER at the time of execution of this Purchase Agreement ("EARNEST MONEY"), the receipt of which is hereby acknowledged, SELLER hereby grants to BUYER the exclusive right to purchase in fee simple the real estate described below. Said real estate shall be held by SELLER exclusively for BUYER for period commencing on the date of the execution of this Agreement and ending on November 17, 2008, during which BUYER may exercise its option to purchase. BUYER will pursue OPWC funding and anticipates approval by approximately June 30, 2008.
2. **PROPERTY DESCRIPTION:** The real estate subject to BUYER'S right to purchase consists of approximately 0.46 Acres ("REAL ESTATE") identified in Hamilton County Auditor's Map Plat Book 500-0440-0013 and 41, and known as 5130 Batavia Rd. (as shown on Attachment 1 map).
3. **PRICE AND TERMS:** If BUYER elects to purchase the REAL ESTATE, SELLER shall sell the REAL ESTATE and BUYER shall purchase the REAL ESTATE per the terms stated in this Agreement for \$30,000 ("PURCHASE PRICE").
4. **EARNEST MONEY:** All of the EARNEST MONEY (\$4,500) is to be credited towards the PURCHASE PRICE unless:
 - A. If SELLER breaches this Agreement, the EARNEST MONEY will be refunded in its entirety to BUYER within seven days of notice from BUYER.
 - B. If SELLER has marketable title to the REAL ESTATE in fee simple free and clear of all liens and encumbrances and BUYER elects not to purchase the REAL ESTATE, the EARNEST MONEY may be retained by SELLER. The forfeiture of the EARNEST MONEY will be the only consequence placed upon BUYER if BUYER breaches this Agreement.

5. **INSPECTIONS:** SELLER grants BUYER the right to conduct any additional standard inspections of the REAL ESTATE that may be necessary including but not limited to environmental studies and test borings, if needed, and building inspections. The house and garage located on the REAL ESTATE are being sold in "as is" condition with BUYER being aware that the building has significant structural damage due to hillside movements and has been condemned. BUYER will exercise caution with any further inspections; however, no further inspections are currently deemed to be necessary by BUYER.
6. **PROPERTY CLEANUP:** BUYER has been in contact with Anderson Township Trustees who are willing to apply for funds under a program operated by Hamilton County Commissioners that will fund the demolition of the house and garage on the REAL ESTATE. SELLER hereby grants authority to BUYER and the Anderson Township Trustees to apply for these funds and execute the demolition provided this is done at no cost to SELLER. The Anderson Township Trustee's staff will manage this demolition and provide for any necessary liability coverage to SELLER. SELLER hereby authorizes BUYER or the Anderson Township Trustees or their agents to enter the REAL ESTATE at any time after March 30, 2008 to demolish the structures.
7. **PERSONAL PROPERTY:** The following personal property shall be included in the sale: None
8. **SELLER'S CERTIFICATION:** SELLER certifies to BUYER that, to the best of SELLER'S knowledge: (a) the REAL ESTATE is being sold in "as is" condition; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the REAL ESTATE may be assessed, except None, (c) the REAL ESTATE is zoned as residential zoning; (d) no Federal, City, Township, County or State orders have been served upon the REAL ESTATE requiring work to be done or improvements to be made which have not been performed, except: the structural damage/condemnation (e) there are no underground fuel tanks or other tanks that contained or now contain any hazardous waste or other toxic substance except: None ; (f) that there is and has been no discharge or disposal by SELLER of any hazardous waste or other toxic substance (as such terms are defined by any applicable federal, state or local governmental law, rule, ordinance or regulation) on the REAL ESTATE, or contamination of the REAL ESTATE by any such substances; that any storage or utilization of any hazardous or toxic substance is fully described in the attached Exhibit "A" hereto; and that any such storage or utilization is, and has been at all times, in full compliance with all applicable federal, state or local laws, rules, ordinances and regulations.
9. **CONVEYANCE AND CLOSING:** If BUYER elects to purchase the REAL ESTATE, BUYER will notify SELLER in writing and a closing will be held on November 17, 2008 or on such earlier date as the parties may agree. BUYER shall be responsible for transfer taxes and SELLER shall be responsible for deed preparation. SELLER shall convey marketable title to the REAL ESTATE by Fee Simple General Warranty Deed, free, clear and unencumbered as of the closing, except restrictions and easements of record which do not adversely affect the REAL ESTATE, except None, and except the following assessments (certified or otherwise): None. BUYER shall have the right to cancel this Agreement in the event that any encumbrances or liens or other significant concerns are found upon the title that cannot be resolved in an expeditious manner by SELLER, and SELLER shall immediately return the EARNEST MONEY to BUYER. SELLER may choose to sell the REAL ESTATE using a like-kind exchange.
10. **SOLE CONTRACT:** The parties agree that this Agreement constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this Agreement shall be made in writing, signed by all parties and copies shall be attached to all copies of the original

Agreement. This Agreement shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.

11. PROPERTY TAXES: Property Taxes will be prorated to the day of the closing.

12. EXPIRATION AND APPROVAL: This Agreement is null and void if not signed by the BUYER and SELLER in writing on or before 5:00 o'clock (P.M.) CINCINNATI TIME, Friday, March 14, 2008. The SELLER has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

13. ACTION BY SELLER: The undersigned SELLER has read and fully understands the foregoing Agreement and accepts said offer on this 14th day of March, 2008, and agrees to convey the REAL ESTATE to BUYER according to the above terms and conditions:

SELLER: 
John M. Gratsch

SELLER: 
Eileen M. Gratsch

5730 Batavia Pike,
Cincinnati, Oh. 45244

ACCEPTANCE by the BUYER: The Board of Park Commissioners of the Hamilton County Park District hereby accepts the above Agreement on this 14th day of March, 2008 year _____ time.

BUYER: 
Jack Sutton, Director

ADDRESS OF BUYER: Hamilton County Park District
10245 Winton Road
Cincinnati, Ohio 45231 (513) 521-PARK

(This is a legally binding contract. If not understood, seek legal advice.)

LAND APPRAISAL REPORT

Gratzsch

File No. 0056527

IDENTIFICATION	Borrower <u>HAMILTON CTY PARK DIST.</u>		Census Tract <u>0249.01</u> Map Reference <u>17140</u>					
	Property Address <u>5130 Batavia Rd</u>							
	City <u>CINCINNATI</u>	County <u>HAMILTON</u>	State <u>OH</u>	Zip Code <u>45244-3803</u>				
	Legal Description <u>LOT 9 TURPIN EST SUB PARS 13-41 CONS</u>							
NEIGHBORHOOD	Sale Price \$ <u>TBD</u>	Date of Sale <u>PENDING</u>	Loan Term _____ yrs.	Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD				
	Actual Real Estate Taxes \$ <u>1,820.05</u> (yr)		Loan charges to be paid by seller \$ _____ Other sales concessions _____					
	Lender/Client <u>HAMILTON COUNTY PARK DISTRICT</u>		Address <u>10425 WINTON ROAD, CINCINNATI, OH 45231</u>					
	Occupant <u>NONE</u>		Appraiser <u>PAUL HOVEY</u> Instructions to Appraiser _____					
	Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Good Avg. Fair Poor					
	Built Up	<input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25%	Employment Stability <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
	Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow	Convenience to Employment <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						
	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	Convenience to Shopping <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						
	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Oversupply	Convenience to Schools <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						
	Marketing Time <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos.	Adequacy of Public Transportation <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						
Present Land Use <u>50% 1 Family 3% 2-4 Family 7% Apts. 5% Condo 10% Commercial</u>	Recreational Facilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		Adequacy of Utilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
Change in Present Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*)	Property Compatibility <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		Protection from Detrimental Conditions <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant _____ % Vacant	Police and Fire Protection <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		General Appearance of Properties <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
Single Family Price Range <u>\$ 60,000 to \$ 580,000</u>	Predominant Value \$ <u>100,000</u>		Appeal to Market <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
Single Family Age <u>NEW</u> yrs. to <u>150</u> yrs.	Predominant Age <u>70</u> yrs.							
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): <u>SUBJECT IS LOCATED IN A RESIDENTIAL AREA FEATURING VARIOUS STYLES OF HOUSING WHICH HAS RECEIVED GOOD MARKET ACCEPTANCE IN THE PAST. SUBJECT HAS CLOSE PROXIMITY TO EMPLOYMENT, SCHOOLS, SHOPPING, AND MAJOR HIGHWAYS, WITH NO DETRIMENTAL CONDITIONS APPARENT.</u>								
SITE	Dimensions <u>100 X 200</u>	= <u>.458</u> Sq. Ft. or Acres		<input type="checkbox"/> Corner Lot				
	Zoning classification <u>RESIDENTIAL</u>	Present Improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations						
	Highest and best use <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other (specify) _____	OFF SITE IMPROVEMENTS						
	Elec. <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other (Describe) _____	Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private						
	Gas <input checked="" type="checkbox"/> _____	Surface <u>ASPHALT</u>						
	Water <input checked="" type="checkbox"/> _____	Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private						
	San. Sewer <input type="checkbox"/> PRIVATE <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter <input type="checkbox"/> Slidewalk <input type="checkbox"/> Street Lights	Topo <u>SLOPED</u>						
	<input type="checkbox"/> Underground Elect. & Tel.	Size <u>TYPICAL</u>						
		Shape <u>RECTANGULAR</u>						
		View <u>RESIDENTIAL</u>						
Drainage <u>APPEARS ADEQUATE</u>								
Is the property located in a HUD identified Special Flood Hazard Area? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes								
Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): <u>THERE ARE NO APPARENT EASEMENTS OR ENCROACHMENTS WHICH WOULD ADVERSELY AFFECT THE MARKETABILITY OF PROPERTY'S.</u>								
MARKET DATA ANALYSIS	The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.							
	ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Address	<u>5130 Batavia Rd CINCINNATI</u>	<u>247 STRADER AVE CINCINNATI</u>		<u>7388 LAWYER RD CINCINNATI</u>		<u>2177 SPINNINGWHEEL LN CINCINNATI</u>	
	Proximity to Subject		<u>2.46 miles W</u>		<u>2.56 miles E</u>		<u>2.52 miles SE</u>	
	Sales Price	\$ <u>TBD</u>	\$ <u>16,900</u>		\$ <u>79,000</u>		\$ <u>30,000</u>	
	Price	\$ _____	\$ _____		\$ _____		\$ _____	
	Data Source	<u>COUNTY/INSPECT</u>	<u>COUNTY/MLS</u>		<u>COUNTY/MLS</u>		<u>COUNTY/MLS</u>	
	Date of Sale and Time Adjustment	<u>PENDING</u>	<u>11/27/07</u>		<u>08/03/07</u>		<u>07/17/06</u>	
	Location	<u>AVERAGE</u>	<u>AVERAGE</u>		<u>AVERAGE</u>		<u>AVERAGE</u>	
	Site/View	<u>.458 ACRES</u>	<u>.185 ACRES</u>		<u>1.722 ACRES</u>		<u>.308 ACRES</u>	
	DEMOLITION	<u>HOUSE</u>	<u>NONE</u>		<u>NONE</u>		<u>NONE</u>	
	Sales or Financing Concessions							
	Net Adj. (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ <u>20,000</u>		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ <u>-45,000</u>		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ <u>5,000</u>	
Indicated Value of Subject		\$ <u>36,900</u>		\$ <u>34,000</u>		\$ <u>35,000</u>		
Comments on Market Data: <u>SUBJECT IS LOCATED IN A RESIDENTIAL AREA FEATURING VARIOUS STYLES OF HOUSING WHICH HAS RECEIVED GOOD MARKET ACCEPTANCE IN THE PAST. SUBJECT HAS CLOSE PROXIMITY TO EMPLOYMENT, SCHOOLS, SHOPPING, AND MAJOR HIGHWAYS, WITH NO DETRIMENTAL CONDITIONS APPARENT.</u>								
Comments and Conditions of Appraisal: <u>ALL COMPARABLES ARE SALES WITHIN THE SAME OR SIMILAR MARKET AS OUR SUBJECT. ALL COMPS HAVE SIMILAR ACCESS AND UTILITIES TO THE SUBJECT.</u>								
RECONCILIATION	Final Reconciliation: <u>BASED ON COMPARABLE SALES IN THE SUBJECTS MARKET A VALUE OF \$35,000 IS REASONABLE. SUBJECT HAS AN EXISTING STRUCTURE (CONDEMNED) WHICH WILL COST APPROXIMATELY \$5000 TO REMOVE.</u>							
	I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF <u>MARCH, 06</u> 2008 to be \$ <u>35,000</u>							
	<div style="display: flex; justify-content: space-between;"> <div> <u>PAUL HOVEY</u> Appraiser(s) </div> <div> Review Appraiser (if applicable) </div> <div> <input type="checkbox"/> Did <input type="checkbox"/> Did Not Physically Inspect Property </div> </div>							

[Y2K]

A.S.I. Appraisers, LLC

Form LND — "WinTOTAL" appraisal software by a la mode, Inc. — 1-800-ALAMODE

LICENSE

OHIO DEPARTMENT OF COMMERCE

DIVISION OF REAL ESTATE AND PROFESSIONAL LICENSING

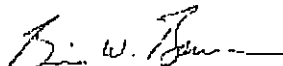
Paul A Hovey

Certified Residential Real Estate Appraiser

Appraiser Number: 2007002453

Original Issue Date: 07/27/2007

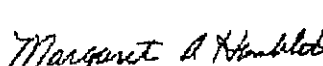
HAS QUALIFIED UNDER THE LAWS AND RULES OF THE STATE OF OHIO AND THE REQUIREMENTS OF THE REAL ESTATE APPRAISER BOARD AND IS DULY QUALIFIED TO ENGAGE IN THE PRACTICE OF REAL ESTATE APPRAISAL. WITNESS THE SEAL OF THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF REAL ESTATE & PROFESSIONAL LICENSING AND THE SIGNATURES OF THE MEMBERS OF THIS BOARD. THIS CERTIFICATE OR LICENSE IS NOT VALID UNLESS TIMELY RENEWED IN ACCORDANCE WITH ALL STATE OF OHIO REQUIREMENTS



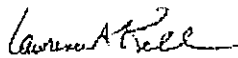
Brian W. Barnes



Lyle T. Davis



Margaret A. Hambleton



Lawrence A. Kell



Michael J. Koren

Paul A Hovey
6993 E. Galbraith Rd
Cincinnati, OH 452430000

STATE OF OHIO
DIVISION OF REAL ESTATE
AND PROFESSIONAL LICENSING

AN APPRAISER LICENSE/CERTIFICATE
has been issued under ORC Chapter 4763 to:

NAME: Paul A Hovey
LICENSER NUMBER: 2007002453
LICENSE TYPE: Certified Residential Real Estate Appraiser
CURRENT ISSUE DATE: 07/27/2007
EXPIRATION DATE: 07/27/2008

Paul A Hovey
6993 E. Galbraith Rd
Cincinnati, OH 452430000

E&O INSURANCE

FROM : Pau:

FAX NO. : 5138916343

May. 07 2007 08:42AM P1



NO. 04, 2007

11:25

J.P. PRICE AGENCY, INC. + 5138916343

NO. 110 0002

REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY THIS DECLARATION PAGE IS ATTACHED TO AND FORMS PART OF THE POLICY

Date Issued: 5/4/2007		Contract Number: PL0211197		Previous Number: PL0211197	
COVERAGE IS PROVIDED ON A CLAIMS MADE BASIS. PLEASE READ CAREFULLY.					
Item					
1	NAME OF INSURER		 26255 American Drive, Southfield MI 48034-2438 Tel: (800) 487-2726		
2	NAMED INSURED: Paul A. Hovey 1024 Batavia Pike Batavia, OH 45103				
3	POLICY PERIOD From: 5/2/2007 To: 5/2/2008				
4	DEDUCTIBLE <input checked="" type="checkbox"/> OR RETENTION: <input type="checkbox"/> RETROACTIVE DATE: 5/2/2005 Each Claim: \$ 1000				
5	LIMIT OF LIABILITY \$ 300,000 Each Claim \$ 300,000 Aggregate The Limit of Liability for each claim and in the aggregate is reduced by claims expense as defined in the Policy.				
6	MAIL NOTICE OF LOSS TO:		 J. A. PRICE AGENCY, INC. 6640 SHADY OAK ROAD - SUITE 500 EDEN PRAIRIE, MN 55344-6176 Phone: 800-944-0119 - Fax: 952-944-5061		
7	ANNUAL PREMIUM: \$ 448		NUMBER OF APPRAISERS: 1		
		SURCHARGE OR TAX: \$ Not Applicable			
8	FORMS ATTACHED AT ISSUE: 0128PL 1102, 4128PL 1102, 0238PL 0204, 0490PL 1102, 1177PL 1102, 2283PL 1102, 3420PL 1102, 4453PL 0105, Privacy Statement, 4138PL 1102, 3859PL 1102, 4147 PL 1102				



Our authorized representative is:
J. A. PRICE AGENCY, INC.
 6640 SHADY OAK ROAD - SUITE 500
 EDEN PRAIRIE, MN 55344-6176
 Phone: 800-944-0119 - Fax: 952-944-5061

Patricia L. Olson

By Authorized Representative

01 28 PL 11 02

Page 1 of 1

Purchase Agreement – House/Bicycle Trail Corridor

Grimmeissen Property
March 7, 2008

This Purchase Agreement is entered into by and between John H. and Nina M. Grimmeissen with a mailing address of 459 Tecumseh Rd Cincinnati, Ohio, 45244 ("SELLER") and the Board of Park Commissioners of the Hamilton County Park District or its assigns with a mailing address of 10245 Winton Road, Cincinnati, Ohio 45231 ("BUYER").

WITNESSETH:

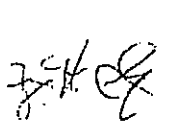
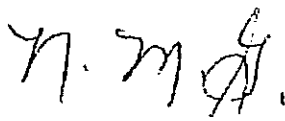
WHEREAS, BUYER desires to acquire certain real property from various owners to extend the Little Miami Scenic Bike Trail ("BIKE TRAIL") from the Little Miami Golf Center to Beechmont Avenue; and

WHEREAS, SELLER owns real property which includes part of the proposed route of the extension of the BIKE TRAIL;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **AGREEMENT TO SELL:** For and in consideration of the sum of \$10,000 payable by BUYER to SELLER at the time of execution of this Purchase Agreement ("EARNEST MONEY"), the receipt of which is hereby acknowledged, SELLER hereby agrees to sell to BUYER, and BUYER hereby agrees to purchase from SELLER, the real estate described below, in fee simple.
2. **PROPERTY DESCRIPTION:** The real estate subject to this Agreement consists of approximately 0.53 Acres ("REAL ESTATE") identified in Hamilton County Auditor's Map Plat Book 500-0440-0012, and known as 5118 Batavia Rd. (as shown on Attachment 1 map).
3. **PRICE AND TERMS:** SELLER shall sell the REAL ESTATE and BUYER shall purchase the REAL ESTATE per the terms stated in this Agreement for \$79,000 ("PURCHASE PRICE").
4. **EARNEST MONEY:** All of the EARNEST MONEY (\$10,000) is to be credited towards the PURCHASE PRICE unless:

A. If SELLER breaches this Agreement, the EARNEST MONEY will be refunded in its entirety to BUYER within seven days of notice from BUYER.



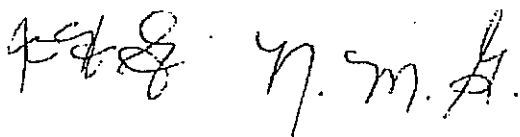
- B. If SELLER has marketable title to the REAL ESTATE in fee simple free and clear of all liens and encumbrances and BUYER elects not to purchase the REAL ESTATE, the EARNEST MONEY may be retained by SELLER. The forfeiture of the EARNEST MONEY will be the only penalty placed upon BUYER if BUYER breaches this Agreement.
5. **INSPECTIONS:** SELLER grants BUYER the right to conduct any additional standard inspections of the REAL ESTATE that may be necessary including but not limited to environmental studies and test borings, if needed, and building inspections. The house located on the REAL ESTATE is being sold in "as is" condition.
6. **OTHER CONTINGENCIES:** This Agreement is subject to the formal approval of the Board of Park Commissioners of the Hamilton County Park District at an emergency Board meeting to be held on March 7, 2008 at 11:30. Following such formal approval, BUYER shall deliver the EARNEST MONEY to SELLER.
7. **PERSONAL PROPERTY:** The following personal property shall be included in the sale: None. SELLER shall remove all personal property from the REAL ESTATE prior to the closing. SELLER will retain and remove the appliances, the gazebo on the back deck, and the storage sheds.)
8. **ATTACHMENTS:** Both parties will be required to execute the following three attached items:
Residential Disclosure
Affiliated Business Disclosure
Agency Disclosure
9. **SELLER'S CERTIFICATION:** SELLER certifies to BUYER that, to the best of SELLER'S knowledge: (a) the REAL ESTATE is being sold in "as is" condition; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the REAL ESTATE may be assessed, except None, (c) the REAL ESTATE is zoned as residential and is in a secondary 100 year flood plain; (d) no Federal, City, Township, County or State orders have been served upon the REAL ESTATE requiring work to be done or improvements to be made which have not been performed, except: the MSD sewer line tie-in with a cost to BUYER of \$12,000 (e) there are no underground fuel tanks or other tanks that contained or now contain any hazardous waste or other toxic substance except: None ; (f) that there is and has been no discharge or disposal by SELLER of any hazardous waste or other toxic substance (as such terms are defined by any applicable federal, state or local governmental law, rule, ordinance or regulation) on the REAL ESTATE, or contamination of the REAL ESTATE

JH & M. M. D.

JS

by any such substances; that any storage or utilization of any hazardous or toxic substance is fully described in the attached Exhibit "A" hereto; and that any such storage or utilization is, and has been at all times, in full compliance with all applicable federal, state or local laws, rules, ordinances and regulations.

10. **CONVEYANCE AND CLOSING:** The closing will be held by approximately June 30, 2008 or on such earlier date as the parties may agree. BUYER shall be responsible for transfer taxes and SELLER shall be responsible for deed preparation. SELLER shall convey marketable title to the REAL ESTATE by Fee Simple General Warranty Deed, free, clear and unencumbered as of the closing, except restrictions and easements of record which do not adversely affect the REAL ESTATE, except None, and except the following assessments (certified or otherwise): None. BUYER shall have the right to cancel this Agreement in the event that any encumbrances or liens or other significant concerns are found upon the title that cannot be resolved in an expeditious manner by SELLER, and SELLER shall immediately return the EARNEST MONEY to BUYER. SELLER may choose to sell the REAL ESTATE using a like-kind exchange.
11. **LIABILITY INSURANCE:** SELLER will continue to carry liability insurance until the closing.
12. **REALTORS' FEES:** SELLER will pay the 6% Realtors commissions that will be deducted from the SELLER'S proceeds at the closing.
13. **SOLE CONTRACT:** The parties agree that this Agreement constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this Agreement shall be made in writing, signed by all parties and copies shall be attached to all copies of the original Agreement. This Agreement shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
14. **PROPERTY TAXES:** Property Taxes will be prorated to the day of the closing.
15. **EXPIRATION AND APPROVAL:** This Agreement is null and void if not signed by the BUYER and SELLER in writing on or before 5:00 o'clock (P.M.) CINCINNATI TIME, March 7, 2008. The SELLER has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.
16. **ACTION BY SELLER:** The undersigned SELLER has read and fully understands the foregoing Agreement and accepts said offer on this 7th day of March, 2008, and agrees to convey the REAL ESTATE to BUYER according to the above terms and conditions:

 J. M. A.

 J. S.

3-07-2008

SELLER:

John H. Grimmeisen
John H. Grimmeisen

Nina M. Grimmeisen
Nina M. Grimmeisen

459 Tecumseh Rd

Cincinnati, Ohio, 45244

ACCEPTANCE by the BUYER: The Board of Park Commissioners of the Hamilton County Park District hereby accepts the above Agreement on this 7 day of March, 2008 year time

WITNESS:

[Signature]

BUYER:

[Signature]
Jack Sutton, Director

WITNESS:

ADDRESS OF BUYER: Hamilton County Park District
10245 Winton Road
Cincinnati, Ohio 45231 (513) 521-PARK

(This is a legally binding contract. If not understood, seek legal advice.)

Uniform Residential Appraisal Report

0056491

File # 0056491

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **5118 BATAVIA RD.** City **CINCINNATI** State **OH** Zip Code **45244-3803**
 Borrower **HAMILTON COUNTY PARK DIST.** Owner of Public Record **GRIMMEISSEN JOHN H & NINA M** County **HAMILTON**
 Legal Description **LOT 8 TURPIN EST**
 Assessor's Parcel # **500-0440-0012-00** Tax Year **2007** R.E. Taxes \$ **752.66**
 Neighborhood Name **ANDERSON** Map Reference **17140** Census Tract **0249.01**
 Occupant ☒ Owner ☐ Tenant ☐ Vacant Special Assessments \$ **0.00** ☐ PUD HOA \$ **N/A** ☐ per year ☐ per month
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type ☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)
 Lender/Client **HAMILTON COUNTY PARK DIST.** Address **10245 WINTON RD., CINCINNATI, OH 45231**
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☒ Yes ☐ No
 Report data source(s) used, offering price(s), and date(s). **COUNTY/MLS/INSPECTION LISTED @ \$79,000 02/19/08 - PRESENT.**

I ☐ did ☒ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. **APPRAISER WAS NOT PROVIDED A COPY OF THE SALES CONTRACT.**

Contract Price \$ **TBD** Date of Contract **PENDING** Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s) **UNKNOWN**
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
 If Yes, report the total dollar amount and describe the items to be paid. **UNKNOWN**

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	50 %
Built-Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	3 %
Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths	<input checked="" type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	50	Low	NEW	Multi-Family
Neighborhood Boundaries	RT 50 TO THE NORTH AND WEST, I-275 TO THE SOUTH AND CLERMONT COUNTY TO THE EAST.							580	High	120	Commercial
								100	Pred.	80	Other
											30 %

Neighborhood Description **SUBJECT IS LOCATED IN A RESIDENTIAL AREA FEATURING VARIOUS STYLES OF HOUSING WHICH HAS RECEIVED GOOD MARKET ACCEPTANCE IN THE PAST. SUBJECT HAS CLOSE PROXIMITY TO EMPLOYMENT, SCHOOLS, SHOPPING, AND MAJOR HIGHWAYS, WITH NO DETRIMENTAL CONDITIONS APPARENT.**
 Market Conditions (including support for the above conclusions) **ADEQUATE MORTGAGE FUNDS ARE READILY AVAILABLE AT ACCEPTABLE RATES AND COSTS. NO EVIDENCE OF SELLER/BUYER INCENTIVE MARKETING PRACTICES IN THE MARKETPLACE. PROPERTY VALUES ARE STABLE WITH DEMAND AND SUPPLY IN BALANCE. MARKETING TIME IS AVERAGE FOR THE AREA.**

Dimensions **100 X 200** Area **.526 ACRES** Shape **RECTANGULAR** View **AVERAGE**
 Specific Zoning Classification **R-1 RESIDENTIAL** Zoning Description **RESIDENTIAL**
 Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe

Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private
 Electricity ☒ ☐ Water ☒ ☐ Street **ASPHALT** ☒ ☐
 Gas ☒ ☐ Sanitary Sewer ☐ ☒ PRIVATE Alley **NONE** ☐ ☐
 FEMA Special Flood Hazard Area ☒ Yes ☐ No FEMA Flood Zone **AE** FEMA Map # **39061C0332D** FEMA Map Date **5/17/2004**
 Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe

General Description		Foundation		Exterior Description		materials/condition		Interior		materials/condition	
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	BLOCK/AVG	Floors	CARP-VNL/AVG						
# of Stories 1.5	<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	VINYL/AVG	Walls	PLST-PANL/AVG						
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area 644 sq.ft.	Roof Surface	SHINGLES/AVG	Trim/Finish	PAINTD WD/AVG						
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish NONE	Gutters & Downspouts	ALUMINUM/AVG	Bath Floor	TILE/AVG						
Design (Style) CAPE COD	<input checked="" type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	WOOD/AVG	Bath Wainscot	FIBRGLSS/AVG						
Year Built 1936	Evidence of <input type="checkbox"/> Infestation NONE OB	Storm Sash/Insulated	YES/YES	Car Storage	<input type="checkbox"/> None						
Effective Age (Yrs) 20	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	YES	<input checked="" type="checkbox"/> Driveway # of Cars 1							
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) #	Driveway Surface	ASPHALT						
<input type="checkbox"/> Drop Stair <input checked="" type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel GAS	Fireplace(s) #	<input type="checkbox"/> Fence	Garage # of Cars							
<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck REAR	<input checked="" type="checkbox"/> Porch FRONT	Carport # of Cars							
<input checked="" type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	Pool	<input type="checkbox"/> Other	Alt. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in							
Appliances <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)											
Finished area above grade contains: 4 Rooms 1 Bedrooms 1.1 Bath(s) 1,152 Square Feet of Gross Living Area Above Grade											
Additional features (special energy efficient items, etc.). STORM WINDOWS, UPDATED KITCHEN AND BATH, PORCH AND DECK.											
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). THE SUBJECT PROPERTY IS IN AVERAGE CONDITION WITH NO MAJOR REPAIRS APPEARING NECESSARY. THE SUBJECT PROPERTY SUFFERS FROM NO FUNCTIONAL OR EXTERNAL INADEQUACIES. THE SUBJECT WAS FOUND TO BE SIMILAR IN UTILITY TO SURROUNDING AND COMPETING PROPERTIES. THERE WAS NO EVIDENCE OF PRESENT OR PAST INFESTATION.											
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe											
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe											

Uniform Residential Appraisal Report

0056491

File # 0056491

There are 4 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 69,900 to \$ 104,500	
There are 7 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 60,000 to \$ 107,000	
FEATURE	SUBJECT
Address 5118 BATAVIA RD. CINCINNATI, OH 45244-3803	1749 SUTTON AVE CINCINNATI
Proximity to Subject	1.82 miles SE
Sale Price	\$ TBD
Sale Price/Gross Liv. Area	\$ 75.14 sq.ft.
Data Source(s)	COUNTY/MLS 1097910
Verification Source(s)	DOM 30
VALUE ADJUSTMENTS	DESCRIPTION
Sales or Financing	CONV.
Concessions	NONE KNOWN
Date of Sale/Time	02/06/08
Location	AVERAGE
Leasehold/Fee Simple	FEE SIMPLE
Site	.526 ACRES
View	AVERAGE
Design (Style)	CAPE COD
Quality of Construction	VINYL
Actual Age	72
Condition	AVERAGE
Above Grade	Total Bdrms. Baths
Room Count	4 1 1.1
Gross Living Area	1,152 sq.ft.
Basement & Finished	FULL/UNFIN
Rooms Below Grade	NONE
Functional Utility	AVERAGE
Heating/Cooling	GFA/CA
Energy Efficient Items	STORM WIND
Garage/Carport	NONE
Porch/Patio/Deck	PORCH/DECK
Net Adjustment (Total)	\$ -13,000
Adjusted Sale Price of Comparables	\$ 79,500
<input checked="" type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) COUNTY/MLS	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data Source(s) COUNTY/MLS	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	NONE IN 3 YRS
Price of Prior Sale/Transfer	N/A
Data Source(s)	COUNTY
Effective Date of Data Source(s)	02/21/08
Analysis of prior sale or transfer history of the subject property and comparable sales NO SALES AGREEMENTS, OPTION OR LISTINGS OF SUBJECT WITHIN THE LAST 3 YEARS. NO SALES OF COMPS OTHER THAN ABOVE WITHIN THE LAST YEAR.	
Summary of Sales Comparison Approach ALL COMPARABLES ARE SALES WITHIN THE SAME OR SIMILAR MARKET AS OUR SUBJECT. ALL COMPS ARE OF SIMILAR CONDITION AND CONTAIN SIMILAR AMENITIES TO THE SUBJECT. ALL ADJUSTMENTS ARE BASED ON MARKET DERIVED VALUES. DUE TO A LACK OF SIMILAR HOME SALES IN THE SUBJECT'S IMMEDIATE AREA APPRAISER EXPANDED SEARCH AND INCLUDED SIMILAR SIZE 2 BEDROOM HOMES FOR COMPARISON. COMPS 2, 3 AND 4 ARE ON MAIN THROUGHWAYS SIMILAR TO THE SUBJECT.	
Indicated Value by Sales Comparison Approach \$ 79,000	
Indicated Value by: Sales Comparison Approach \$ 79,000 Cost Approach (if developed) \$ 99,628 Income Approach (if developed) \$	
THE MARKET APPROACH IS MOST APPLICABLE IN ESTABLISHING THE PRESENT VALUE OF THE SUBJECT PROPERTY WITH SUPPORT FROM THE COST APPROACH.	
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: APPRAISAL IS MADE "AS IS".	
IT'S ASSUMED NO MAJOR PROBLEMS EXIST WITH THE STRUCTURE OR INTEGRAL COMPONENTS.	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 79,000 as of 02/29/2008, which is the date of inspection and the effective date of this appraisal.	

Uniform Residential Appraisal Report

0056491
File # 0056491

THIS IS A COMPLETE APPRAISAL PREPARED IN ACCORDANCE WITH STANDARD RULE AND IS A SUMMARY REPORT PREPARED UNDER STANDARD RULE 2-2 (SECTION B) AND IS INTENDED FOR USE BY THE LENDER/CLIENT AND/OR THEIR ASSIGNS FOR A MORTGAGE FINANCE TRANSACTION ONLY. THIS APPRAISAL ASSIGNMENT IS WITHIN THE SCOPE OF THE CERTIFIED/LICENSED APPRAISER SIGNING THIS REPORT.

NO ONE PROVIDED SIGNIFICANT PROFESSIONAL ASSISTANCE TO THE PERSON OR PERSONS SIGNING THIS REPORT UNLESS NOTED HERE OR IN THE APPRAISAL

THE APPRAISAL WAS GENERATED USING DIGITAL SIGNATURES. EACH APPRAISER HAS SELECTED A PASSWORD WHICH ENABLES THAT APPRAISER TO AFFIX THE SIGNATURE TO THE APPRAISAL. NO CHANGES CAN BE MADE TO THE FINISHED APPRAISAL WITHOUT THE SYSTEM AUTOMATICALLY REMOVING THIS DIGITAL SIGNATURE AND NECESSITATING THE APPRAISER TO AGAIN AUTHORIZE PLACEMENT OF HIS DIGITAL SIGNATURE USING A PASSWORD PROTECTED ENTRY.

THE APPRAISAL WAS GENERATED USING DIGITAL PHOTOS. EACH APPRAISER USES DIGITAL CAMERAS TO EXPEDITE THE TURN AROUND TIME OF APPRAISAL REPORT. NO CHANGES ARE MADE TO THE DIGITAL PHOTO. SOME PHOTOS WERE USED FROM THE APPRAISERS DATA BASE OR LOCAL MLS OR COURT HOUSE DATA BASES. THE APPRAISER INSPECTED THE EXTERIOR OF ALL COMPS AND NONE OF THE COMPS ARE CURRENTLY FOR SALE (ANY SIGN IN PHOTO WAS FROM THE SALE STATED IN THE APPRAISAL)

THE SUBJECTS EXPOSURE TIME IS ESTIMATED AT 3 TO 6 MONTHS.

ADDITIONAL COMMENTS

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) SITE VALUE BASED ON SALES COMPARISONS, IF AVAILABLE, COUNTY ASSESSORS' STATISTICS, OR MARKET EXTRACTATIONS.

COST APPROACH

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	40,000
Source of cost data MARSHALL & SWIFT	DWELLING 1,152 Sq.Ft. @ \$ 54.18	= \$	62,415
Quality rating from cost service AVG Effective date of cost data 10/07	644 Sq.Ft. @ \$ 24.88	= \$	16,023
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	PORCH, DECK, ETC.	= \$	5,000
SEE ATTACHED BUILDING SKETCH	Garage/Carport Sq.Ft. @ \$	= \$	
TOTAL LIVING AREA = 1,152 SQ.FT.	Total Estimate of Cost-New	= \$	83,438
DEPRECIATION CALCULATED BY AGE / LIFE METHOD.	Less Physical Functional External		
COST DATA BASED ON CURRENT MARSHALL & SWIFT MANUAL	Depreciation 27,810	= \$(27,810)
AND LOCAL BUILDERS COST.	Depreciated Cost of Improvements	= \$	55,628
	As-Is Value of Site Improvements	= \$	4,000
Estimated Remaining Economic Life (HUD and VA only) 40 Years	INDICATED VALUE BY COST APPROACH	= \$	99,628

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM) THE INCOME APPROACH WAS NOT USED DUE TO A LACK OF RELIABLE RENTAL DATA FOR THE AREA.

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
Legal Name of Project
Total number of phases Total number of units Total number of units sold
Total number of units rented Total number of units for sale Data source(s)
Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.
Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.
Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.
Describe common elements and recreational facilities.

Purchase Agreement – House at 5106 Batavia Rd.

Bottom Property

March 14, 2008

This Purchase Agreement is entered into by and between Joan Y. Bottom and Kenneth H. Bottom with a mailing address of 16 Locust Hill Rd. Cincinnati, Oh 45245 ("SELLER") and the Board of Park Commissioners of the Hamilton County Park District or its assigns with a mailing address of 10245 Winton Road, Cincinnati, Ohio 45231 ("BUYER").

WITNESSETH:

WHEREAS, BUYER desires to acquire certain real property from various owners to extend the Little Miami Scenic Bike Trail ("BIKE TRAIL") from the Little Miami Golf Center to Beechmont Avenue; and

WHEREAS, SELLER owns real property which includes part of the proposed route of the extension of the BIKE TRAIL;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **AGREEMENT TO SELL:** For and in consideration of the sum of \$4,000 payable by BUYER to SELLER at the time of execution of this Purchase Agreement ("EARNEST MONEY"), the receipt of which is hereby acknowledged, SELLER hereby agrees to sell to BUYER, and BUYER hereby agrees to purchase from SELLER, the real estate described below, in fee simple.
2. **PROPERTY DESCRIPTION:** The real estate subject to this Agreement consists of approximately 0.525 Acres ("REAL ESTATE") identified in Hamilton County Auditor's Map Plat Book 500-0440-0011, and known as 5106 Batavia Rd. (as shown on Attachment 1 map).
3. **PRICE AND TERMS:** SELLER shall sell the REAL ESTATE and BUYER shall purchase the REAL ESTATE per the terms stated in this Agreement for \$84,000 ("PURCHASE PRICE").
4. **EARNEST MONEY:** All of the EARNEST MONEY (\$4,000) is to be credited towards the PURCHASE PRICE unless:
 - A. If SELLER breaches this Agreement, the EARNEST MONEY will be refunded in its entirety to BUYER within seven days of notice from BUYER.

- B. If SELLER has marketable title to the REAL ESTATE in fee simple free and clear of all liens and encumbrances and BUYER elects not to purchase the REAL ESTATE, the EARNEST MONEY may be retained by SELLER. The forfeiture of the EARNEST MONEY will be the only penalty placed upon BUYER if BUYER breaches this Agreement.
5. **INSPECTIONS:** SELLER grants BUYER the right to conduct any additional standard inspections of the REAL ESTATE that may be necessary including but not limited to environmental studies and test borings, if needed, and building inspections. The house located on the REAL ESTATE is being sold in "as is" condition.
 6. **OTHER CONTINGENCIES:** This Agreement is subject to the formal approval of the Board of Park Commissioners of the Hamilton County Park District at their regularly scheduled Board meeting to be held on March 19, 2008. Following such formal approval, BUYER shall deliver the EARNEST MONEY to SELLER.
 7. **PERSONAL PROPERTY:** The following personal property shall be included in the sale: None. SELLER shall remove all personal property from the REAL ESTATE prior to the closing.
 8. **OCCUPANCY:** SELLER will retain occupancy through December 31, 2008 and will provide liability and building insurance coverage. Any tenants will be required to cover their possessions through tenants insurance. SELLER will provide any maintenance needed to the house during this extended occupancy and will be responsible for all utilities through their tenant.
 9. **SELLER'S CERTIFICATION:** SELLER certifies to BUYER that, to the best of SELLER'S knowledge: (a) the REAL ESTATE is being sold in "as is" condition; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the REAL ESTATE may be assessed, except None, (c) the REAL ESTATE is zoned as residential and is in a secondary 100 year flood plain; (d) no Federal, City, Township, County or State orders have been served upon the REAL ESTATE requiring work to be done or improvements to be made which have not been performed, except: the MSD sewer line tie-in with a cost to BUYER of an unknown amount (e) there are no underground fuel tanks or other tanks that contained or now contain any hazardous waste or other toxic substance except: None ; (f) that there is and has been no discharge or disposal by SELLER of any hazardous waste or other toxic substance (as such terms are defined by any applicable federal, state or local governmental law, rule, ordinance or regulation) on the REAL ESTATE, or contamination of the REAL ESTATE by any such substances; that any storage or utilization of any hazardous

or toxic substance is fully described in the attached Exhibit "A" hereto; and that any such storage or utilization is, and has been at all times, in full compliance with all applicable federal, state or local laws, rules, ordinances and regulations.

10. CONVEYANCE AND CLOSING: The closing will be held by approximately June 30, 2008 or on such earlier date as the parties may agree. BUYER shall be responsible for transfer taxes and SELLER shall be responsible for deed preparation. SELLER shall convey marketable title to the REAL ESTATE by Fee Simple General Warranty Deed, free, clear and unencumbered as of the closing, except restrictions and easements of record which do not adversely affect the REAL ESTATE, except None, and except the following assessments (certified or otherwise): None. BUYER shall have the right to cancel this Agreement in the event that any encumbrances or liens or other significant concerns are found upon the title that cannot be resolved in an expeditious manner by SELLER, and SELLER shall immediately return the EARNEST MONEY to BUYER. SELLER may choose to sell the REAL ESTATE using a like-kind exchange.

11. RESTRICTIVE COVENANT in the event that the BUYER is successful in their grant application, the deed from the SELLER shall contain the following additional restrictive language *"Buyer agrees to perpetually keep this property in greenspace. Potential development of this property will be for providing appropriate access for outdoor recreation for the extension of the Little Miami River Scenic Trail. Public access into and through the site will be provided by the Buyer in a relatively narrow corridor through the property designed to connect with other properties owned or eventually controlled by Buyer. Buyer agrees that the Deed Restrictions shall be perpetual and shall not be amended, released, extinguished or otherwise modified without the prior written approval of the Director of the Ohio Public Works Commission (OPWC), at the Directors sole and absolute discretion, who shall have full enforcement authority with respect to the Deed Restrictions. If any amendment, release, extinguishment or other modification of the Deed Restrictions should occur without the prior written approval of the Director, Buyer or its successors and assigns as owner of the Land or interest therein, shall pay to the OPWC upon demand from the Director an amount equal to the greater of: (a) 200 percent (200%) of the Funds disbursed by the OPWC for the Project, together with interest occurring thereon at a rate equal to 6 percent (6%) per annum from the date of disbursement; or (b) 200 percent (200%) of the fair market value of the Project."*

12. REALTORS FEES: Both parties stipulate that there are no Realtors fees involved in this transaction.

13. SOLE CONTRACT: The parties agree that this Agreement constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this Agreement shall be made in writing, signed by all

parties and copies shall be attached to all copies of the original Agreement. This Agreement shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.


14. PROPERTY TAXES: Property Taxes will be prorated to the day of the closing.

15. EXPIRATION AND APPROVAL: This Agreement is null and void if not signed by the BUYER and SELLER in writing on or before 5:00 o'clock (P.M.) CINCINNATI TIME, March 20, 2008. The SELLER has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

16. ACTION BY SELLER: The undersigned SELLER has read and fully understands the foregoing Agreement and accepts said offer on this 15th day of March, 2008, and agrees to convey the REAL ESTATE to BUYER according to the above terms and conditions:

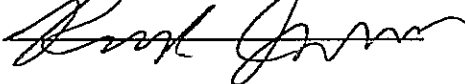
SELLER:


Joan Y. Bottom


Kenneth H. Bottom
16 Locust Hill Rd.

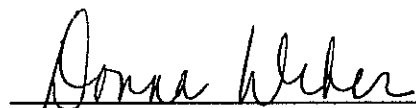
Cincinnati, Oh 45245

ACCEPTANCE by the BUYER: The Board of Park Commissioners of the Hamilton County Park District hereby accepts the above Agreement on this 19th day of March, 2008 year 1930 time.

WITNESS: 

BUYER:


Jack Sutton, Director

WITNESS: 

ADDRESS OF BUYER: Hamilton County Park District
10245 Winton Road
Cincinnati, Ohio 45231 (513) 521-PARK

(This is a legally binding contract. If not understood, seek legal advice.)

Uniform Residential Appraisal Report

File # 0056528

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.																																																																																																																																																																																																																																	
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Uniform Residential Appraisal Report

File # 0056528

There are 4 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 69,900 to \$ 104,500	
There are 7 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 60,000 to \$ 107,000	
FEATURE	SUBJECT
Address	5106 BATAVIA RD. CINCINNATI, OH 45244-3803
Proximity to Subject	1.77 miles NE
Sale Price	\$ TBD
Sale Price/Gross Liv. Area	\$ 72.99 sq.ft.
Data Source(s)	COUNTY/MLS 1041098
Verification Source(s)	DOM 46
VALUE ADJUSTMENTS	DESCRIPTION
Sales or Financing	CONV.
Concessions	NONE KNOWN
Date of Sale/Time	05/22/07
Location	AVERAGE
Leasehold/Fee Simple	FEE SIMPLE
Site	.525 ACRES
View	AVERAGE
Design (Style)	CAPE COD
Quality of Construction	WOOD
Actual Age	57
Condition	AVERAGE
Above Grade	Total Bdrms. Baths
Room Count	6 3 1
Gross Living Area	1,184 sq.ft.
Basement & Finished	FULL/UNFIN
Rooms Below Grade	NONE
Functional Utility	AVERAGE
Heating/Cooling	GFA/NONE
Energy Efficient Items	STORM WIND
Garage/Carport	NONE
Porch/Patio/Dock	NONE
Net Adjustment (Total)	\$ -4,240
Adjusted Sale Price of Comparables	\$ 75,760
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) COUNTY/MLS	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data Source(s) COUNTY/MLS	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	NONE IN 3 YRS
Price of Prior Sale/Transfer	N/A
Data Source(s)	COUNTY
Effective Date of Data Source(s)	02/21/08
Analysis of prior sale or transfer history of the subject property and comparable sales NO SALES AGREEMENTS, OPTION OR LISTINGS OF SUBJECT WITHIN THE LAST 3 YEARS. NO SALES OF COMPS OTHER THAN ABOVE WITHIN THE LAST YEAR.	
Summary of Sales Comparison Approach ALL COMPARABLES ARE SALES WITHIN THE SAME OR SIMILAR MARKET AS OUR SUBJECT. ALL COMPS ARE OF SIMILAR CONDITION AND CONTAIN SIMILAR AMENITIES TO THE SUBJECT. ALL ADJUSTMENTS ARE BASED ON MARKET DERIVED VALUES. DUE TO A LACK OF SIMILAR HOME SALES IN THE SUBJECTS IMMEDIATE AREA APPRAISER EXPANDED SEARCH AND INCLUDED SIMILAR SIZE 2 BEDROOM HOMES FOR COMPARISON. COMPS 2, 3 AND 4 ARE ON MAIN THROUGHWAYS SIMILAR TO THE SUBJECT. COMP 6 HAS UPDATED KITCHEN AND BATHS.	
Indicated Value by Sales Comparison Approach \$ 81,000	
Indicated Value by: Sales Comparison Approach \$ 81,000 Cost Approach (if developed) \$ 100,236 Income Approach (if developed) \$ 81,083	
THE MARKET APPROACH IS MOST APPLICABLE IN ESTABLISHING THE PRESENT VALUE OF THE SUBJECT PROPERTY WITH SUPPORT FROM THE COST APPROACH.	
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 81,000 as of 03/10/2008, which is the date of inspection and the effective date of this appraisal.	

Uniform Residential Appraisal Report

File # 0056528

THIS IS A COMPLETE APPRAISAL PREPARED IN ACCORDANCE WITH STANDARD RULE AND IS A SUMMARY REPORT PREPARED UNDER STANDARD RULE 2-2 (SECTION B) AND IS INTENDED FOR USE BY THE LENDER/CLIENT AND/OR THEIR ASSIGNS FOR A MORTGAGE FINANCE TRANSACTION ONLY. THIS APPRAISAL ASSIGNMENT IS WITHIN THE SCOPE OF THE CERTIFIED/LICENSED APPRAISER SIGNING THIS REPORT.

NO ONE PROVIDED SIGNIFICANT PROFESSIONAL ASSISTANCE TO THE PERSON OR PERSONS SIGNING THIS REPORT UNLESS NOTED HERE OR IN THE APPRAISAL.

THE APPRAISAL WAS GENERATED USING DIGITAL SIGNATURES, EACH APPRAISER HAS SELECTED A PASSWORD WHICH ENABLES THAT APPRAISER TO AFFIX THE SIGNATURE TO THE APPRAISAL. NO CHANGES CAN BE MADE TO THE FINISHED APPRAISAL WITHOUT THE SYSTEM AUTOMATICALLY REMOVING THIS DIGITAL SIGNATURE AND NECESSITATING THE APPRAISER TO AGAIN AUTHORIZE PLACEMENT OF HIS DIGITAL SIGNATURE USING A PASSWORD PROTECTED ENTRY.

THE APPRAISAL WAS GENERATED USING DIGITAL PHOTOS, EACH APPRAISER USES DIGITAL CAMERAS TO EXPEDITE THE TURN AROUND TIME OF APPRAISAL REPORT. NO CHANGES ARE MADE TO THE DIGITAL PHOTO. SOME PHOTOS WERE USED FROM THE APPRAISERS DATA BASE OR LOCAL MLS OR COURT HOUSE DATA BASES. THE APPRAISER INSPECTED THE EXTERIOR OF ALL COMPS AND NONE OF THE COMPS ARE CURRENTLY FOR SALE (ANY SIGN IN PHOTO WAS FROM THE SALE STATED IN THE APPRAISAL)

THE SUBJECTS EXPOSURE TIME IS ESTIMATED AT 2 TO 4 MONTHS.

ADDITIONAL COMMENTS

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) SITE VALUE BASED ON SALES COMPARISONS, IF AVAILABLE, COUNTY ASSESSORS' STATISTICS, OR MARKET EXTRACTATIONS.

COST APPROACH

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	43,000
Source of cost data MARSHALL & SWIFT	DWELLING 1,184 Sq.Ft. @ \$ 44.18	= \$	52,309
Quality rating from cost service AVG Effective date of cost data 10/07	800 Sq.Ft. @ \$ 20.88	= \$	16,704
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	PORCH, DECK, ETC.	= \$	5,000
SEE ATTACHED BUILDING SKETCH	Garage/Carport 216 Sq.Ft. @ \$ 20.08	= \$	4,337
TOTAL LIVING AREA = 1,243 SQ.FT.	Total Estimate of Cost-New	= \$	78,350
DEPRECIATION CALCULATED BY AGE / LIFE METHOD.	Less Physical Functional External		
COST DATA BASED ON CURRENT MARSHALL & SWIFT MANUAL	Depreciation 26,114	= \$(26,114)
AND LOCAL BUILDERS COST.	Depreciated Cost of Improvements	= \$	52,236
	As-Is Value of Site Improvements	= \$	5,000
Estimated Remaining Economic Life (HUD and VA only) 40 Years	INDICATED VALUE BY COST APPROACH	= \$	100,236

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ 785	X Gross Rent Multiplier 103.29	= \$	81,083	Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM) THERE ARE LIMITED RENTALS IN THE SUBJECTS MARKET WITH SUFFICIENT DEMAND FOR HOMES SIMILAR TO THE SUBJECT.				

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No	Unit type(s) <input type="checkbox"/> Detached <input type="checkbox"/> Attached
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.	
Legal Name of Project	
Total number of phases	Total number of units
Total number of units rented	Total number of units for sale
Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, date of conversion.
Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No	Data Source
Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion.	

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Uniform Residential Appraisal Report

File # 0056528

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File # 0056528

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

File # 0056528

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

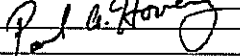
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name PAUL HOVEY
 Company Name A.S.I. APPRAISERS LLC.
 Company Address 1024 OLD STATE ROUTE 74, BATAVIA, OH
45103
 Telephone Number (513) 947-0745
 Email Address office@calco.org
 Date of Signature and Report March 10, 2008
 Effective Date of Appraisal 03/10/2008
 State Certification # 2007002453
 or State License # _____
 or Other (describe) _____ State # _____
 State OH
 Expiration Date of Certification or License 7/27/2008

ADDRESS OF PROPERTY APPRAISED

5106 BATAVIA RD.
CINCINNATI, OH 45244-3803
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 81,000
LENDER/CLIENT
 Name RICK JOHNSON
 Company Name HAMILTON COUNTY PARK DISTRICT
 Company Address 10425 WINTON ROAD, CINCINNATI, OH
45231
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

Purchase Agreement -Bicycle Trail Corridor

Ridge Property

March 21, 2008

This Purchase Agreement is by and between Louis H. Ridge and Joyce A. Ridge with a mailing address of 5090 Batavia Rd. Cincinnati, Ohio 45244 ("SELLER") and the Board of Park Commissioners of the Hamilton County Park District 10245 Winton Rd, Cincinnati, Ohio, 45231 or its' assigns ("BUYER").

WITNESSETH:

WHEREAS, BUYER desires to acquire certain real property from various owners to extend the Little Miami Scenic Bike Trail ("BIKE TRAIL") from the Little Miami Golf Center to Beechmont Avenue; and

WHEREAS, SELLER owns real property which includes part of the proposed route of the extension of the BIKE TRAIL;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **AGREEMENT TO SELL:** For and in consideration of the sum of a total of \$1,000 payable at the time of execution of this Purchase Agreement (EARNEST MONEY) to be paid by the BUYER, the receipt of which is hereby acknowledged, SELLER hereby agrees to sell to BUYER, and BUYER hereby agrees to purchase from SELLER, the real estate consisting of a bicycle trail corridor through the rear approximately 7,315 square feet in fee simple as described below. Said real estate shall be held exclusively for the BUYER for a 4 month time period (March 14, 2008 through June 30, 2008) while BUYER seeks state grant money through the Clean Ohio program.
2. **PROPERTY DESCRIPTION:** The real estate subject to this Agreement consists of approximately 7,315 square feet ("REAL ESTATE") identified in Hamilton County Auditor's Map Plat Book 500-0440-0010, and known as 5090 Batavia Rd. (as shown on Attachment 1 map).
3. **PRICE AND TERMS:** SELLER shall sell the REAL ESTATE and BUYER shall purchase the REAL ESTATE per the terms stated in this Agreement for \$ 1.3670 per square foot (\$10,000) with the location to be determined as a result of a survey to be performed at the expense of BUYER ("PURCHASE PRICE").
4. **MORTGAGE HOLDER RELEASE:** This agreement is contingent upon SELLER obtaining the necessary release from the current mortgage holder for the bicycle trail corridor through the rear containing approximately 7,315 square feet based upon the attached engineers drawing (Attachment 2). This release will need to be

secured in writing in a conceptual form within 30 days of the execution of this contract and with a formal mortgage release to occur as part of the closing, after the survey is completed. BUYER will have their surveyor describe both the corridor and the remaining frontage parcel and will provide SELLER with these records.

5. FENCING: Privacy control issues for the SELLER will be addressed by BUYER making a payment to SELLER at the closing of an additional \$2,976.00 ("FENCE PAYMENT") that will cover the cost of SELLER contracting for, or building themselves, a new 6 feet high wooden privacy fence along the new boundary line. This total amounts to approximately 125 feet of new fence. SELLER will be responsible for obtaining all necessary zoning permits in regard to this fence.
6. EARNEST MONEY: All of the EARNEST MONEY (\$1,000) is to be credited towards the PURCHASE PRICE unless:
 - A. If SELLER breaches this Agreement, the EARNEST MONEY will be refunded in its entirety to BUYER within seven days of notice from BUYER.
 - B. If SELLER has marketable title to the REAL ESTATE in fee simple free and clear of all liens and encumbrances and BUYER elects not to purchase the REAL ESTATE, the EARNEST MONEY may be retained by SELLER. The forfeiture of the EARNEST MONEY will be the only penalty placed upon BUYER if BUYER breaches this Agreement.
7. INSPECTIONS: SELLER grants BUYER the right to conduct any additional standard inspections of the REAL ESTATE that may be necessary including but not limited to environmental studies and test borings, if needed, and building inspections.
8. OTHER CONTINGENCIES: This Agreement is subject to the formal approval of the Board of Park Commissioners of the Hamilton County Park District at their regularly scheduled Board meeting to be held on March 19, 2008. Following such formal approval, BUYER shall deliver the EARNEST MONEY to SELLER.
9. PERSONAL PROPERTY: The following personal property shall be included in the sale: None.
10. SHED RELOCATION FOR THE BICYCLE TRAIL CONSTRUCTION: Noting that there are two existing wooden sheds located in the corridor, BUYER agrees to contract for the larger of these to be moved approximately 50 feet away through the use of a tilt bed tow truck during a dry period of time after the closing but in calendar year 2008. Reasonable care will be exercised in moving this first shed (empty) and it will be placed back on to concrete blocks/patio stones set level and in the right position to receive the building. SELLER is to be on hand during this move and approve each step in such a way as to minimize damage to

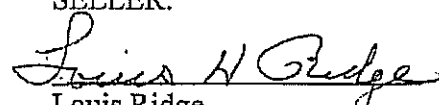
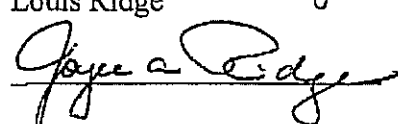
the building and assure its proper placement. The second shed will be left in its current location and demolished sometime in the future. BUYER will also make available a third metal shed approximately 8 foot by 12 foot in length located at the Grimmeissen house available to be moved using the above specifications.

11. SELLER'S CERTIFICATION: SELLER certifies to BUYER that, to the best of SELLER'S knowledge: (a) the REAL ESTATE is being sold in "as is" condition; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the REAL ESTATE may be assessed, except None, (c) the REAL ESTATE is zoned as residential/floodplain; (d) no Federal, City, Township, County or State orders have been served upon the REAL ESTATE requiring work to be done or improvements to be made which have not been performed, except: the MSD sewer line for which BUYER will have no responsibility; (e) there are no underground fuel tanks or other tanks that contained or now contain any hazardous waste or other toxic substance except: None ; (f) that there is and has been no discharge or disposal by SELLER of any hazardous waste or other toxic substance (as such terms are defined by any applicable federal, state or local governmental law, rule, ordinance or regulation) on the REAL ESTATE, or contamination of the REAL ESTATE by any such substances; that any storage or utilization of any hazardous or toxic substance is fully described in the attached Exhibit "A" hereto; and that any such storage or utilization is, and has been at all times, in full compliance with all applicable federal, state or local laws, rules, ordinances and regulations. **This contract has an Attachment 2 that represents e-mail between BUYER and MSD better defining the sewer line issues.**
12. CONVEYANCE AND CLOSING: The closing will be held by approximately June 30, 2008 or on such earlier date as the parties may agree. BUYER shall be responsible for transfer taxes and SELLER shall be responsible for deed preparation (not to exceed \$100 in costs). BUYER will have their Registered Land Examiner prepare the required determination of how title to the property is set to be proportioned within the Registered Land title. SELLER shall convey marketable title to the REAL ESTATE by Fee Simple General Warranty Deed, free, clear and unencumbered as of the closing, except restrictions and easements of record which do not adversely affect the REAL ESTATE, except None, and except the following assessments (certified or otherwise): None. BUYER shall have the right to cancel this Agreement in the event that any encumbrances or liens or other significant concerns are found upon the title that cannot be resolved in an expeditious manner by SELLER, and SELLER shall immediately return the EARNEST MONEY to BUYER. SELLER may choose to sell the REAL ESTATE using a like-kind exchange.
13. REALTORS FEES: There are no Realtors commissions involved in this sale.
14. SOLE CONTRACT: The parties agree that this Agreement constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this Agreement shall be made in writing, signed by all parties and copies shall

be attached to all copies of the original Agreement. This Agreement shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.

15. **PROPERTY TAXES:** Property Taxes will be prorated to the day of the closing.
16. **RESTRICTIVE COVENANT** in the event that the BUYER is successful in their grant application, the deed from the SELLER shall contain the following additional restrictive language *"Buyer agrees to perpetually keep this property in greenspace. Potential development of this property will be for providing appropriate access for outdoor recreation for the extension of the Little Miami River Scenic Trail. Public access into and through the site will be provided by the Buyer in a relatively narrow corridor through the property designed to connect with other properties owned or eventually controlled by Buyer. Buyer agrees that the Deed Restrictions shall be perpetual and shall not be amended, released, extinguished or otherwise modified without the prior written approval of the Director of the Ohio Public Works Commission (OPWC), at the Directors sole and absolute discretion, who shall have full enforcement authority with respect to the Deed Restrictions. If any amendment, release, extinguishment or other modification of the Deed Restrictions should occur without the prior written approval of the Director, Buyer or its successors and assigns as owner of the Land or interest therein, shall pay to the OPWC upon demand from the Director an amount equal to the greater of: (a) 200 percent (200%) of the Funds disbursed by the OPWC for the Project, together with interest occurring thereon at a rate equal to 6 percent (6%) per annum from the date of disbursement; or (b) 200 percent (200%) of the fair market value of the Project."* If the BUYER/OPTIONEE is not successful in the grant application or if it does not submit a grant application for funding consideration through the Clean Ohio Conservation Program, then no restrictive covenants will be placed upon this deed.
17. **EXPIRATION AND APPROVAL:** This Agreement is null and void if not signed by the BUYER and SELLER in writing on or before 5:00 o'clock (P.M.) CINCINNATI TIME, March 20, 2008. The SELLER has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.
18. **ACTION BY SELLER:** The undersigned SELLER has read and fully understands the foregoing Agreement and accepts said offer on this 17 th day of March, 2008, and agrees to convey the REAL ESTATE to BUYER according to the above terms and conditions:

WITNESSES 

SELLER:

Louis Ridge


Joice Ridge

5090 Cincinnati Batavia

Road Cincinnati, Ohio 45244

ACCEPTANCE by the BUYER: The Board of Park Commissioners of the Hamilton County Park District hereby accepts the above Agreement on this 21st day of March, 2008 year time.

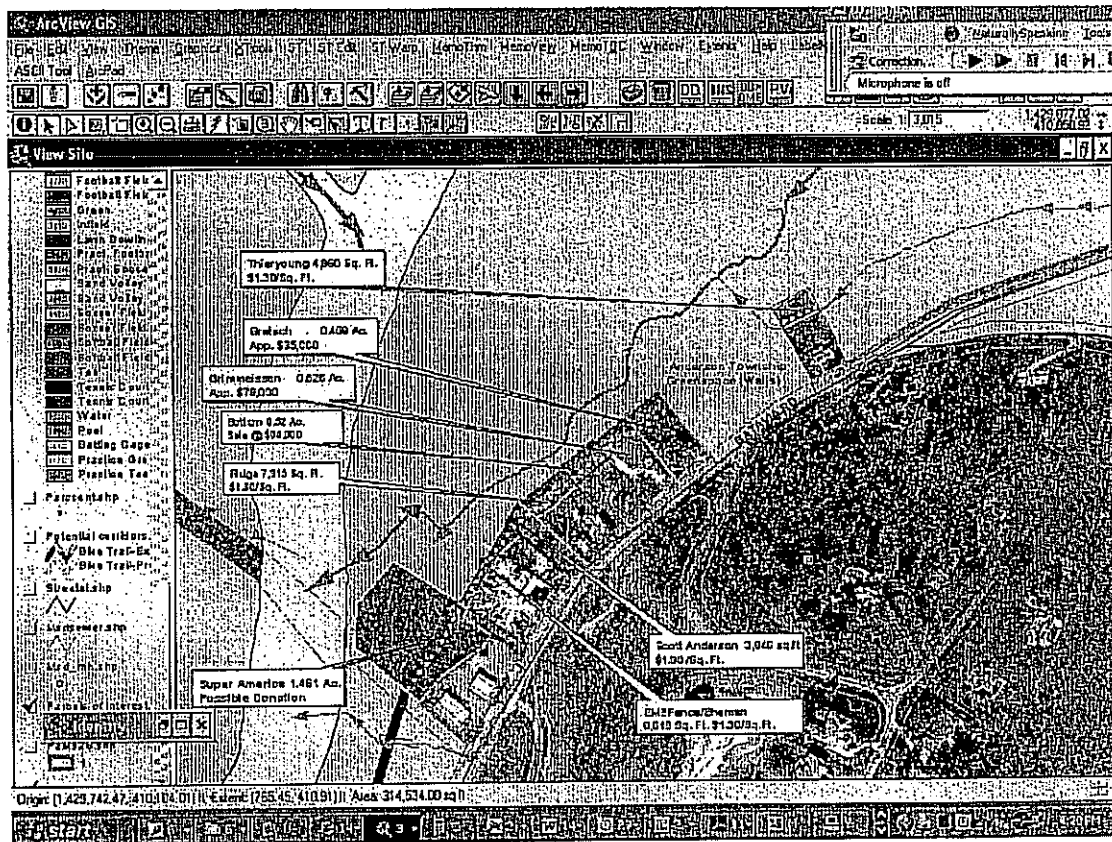
WITNESS: [Signature]

BUYER: [Signature]
Jack Sutton, Director

WITNESS: [Signature]

ADDRESS OF BUYER: **Hamilton County Park District**
10245 Winton Road
Cincinnati, Ohio 45231 (513) 521-PARK

(This is a legally binding contract. If not understood, seek legal advice.)



Attachment 1

1-90N
→ 17W

Sewer to End 10' INTO Ridge
Property with a Manhole. Tap to be west
of that Point.

LOUGH RUN

McCULLOUGH RUN

TRAIL
GRAD

EX. SAN.

85+00

84+00

35

83+00

82+00

81+00

UNIQUE HOME
PROPERTIES
500-440-09

LOUIS H &
JOYCE A RIDGE
500-440-10

PROP.
SAN. SEWER

JOAN BOTTOM
500-440-11

JOHN H &
NINA M. GRIMMISSEN
500-440-12

PROP.
SAN. SEWER
EX. DRIVE

JOHN GRATSCH
500-440-13

JOHN
500-4

EX. DR.

R/W

EX. EOP

RT. 32

EX. EOP

R/W

APPRAISAL ABSTRACT

PROPERTY IDENTIFICATION:

Rear Sector of 5090 Batavia Road
Anderson Township
Hamilton County, Ohio 45244

AUDITOR'S IDENTIFICATION:

Plat Book 500 Page 0440 Parcel 0010

LEGAL DESCRIPTION:

Lot 6; Turpin Est. Sub.

OWNER OF RECORD:

Louis H. & Joyce A. Ridge

LAND AREA:

Site Dimensions: Mean 54.33'± x 134.6'± Land Area: 0.1679± Acre – 7,315± sq.ft.

ZONING: H-Riverfront – Rear Sector Only

Existing Use Ordinance: Conforming

Proposed Use Ordinance: Conforming

UTILITIES: Natural gas, Electric, Water & Private Sanitation System

HIGHEST AND BEST USE: Zoning density; extended yard areas; natural conservation buffer zone.

COMMENTS:

The subject lands under appraisalment will be a cut out from a greater parcel fronting on the north side of Batavia Road.

The primary developed land is zoned:
Parcel 10 = Residential "A"

APPRAISAL ABSTRACT

DESCRIPTION OF LANDS UNDER APPRAISEMENT:

No survey was furnished to the appraiser, therefore, the following land areas are estimated by the appraiser, utilizing the limited data sources available.

While the square foot value unit herein applied will remain constant, the total value estimate may vary from that herein contained, based upon actual land areas to be derived by a final survey.

ESTIMATED LAND AREAS

Parcel 10 = Mean 54.33'± x 134.63'± = 7,315± Sq.Ft.

TOPOGRAPHY

The topography varies from level to a downward slope of approximately 12 feet.

CONFIGURATION

The configuration of the subject lands is slightly irregular, with a mean depth of 54.33± feet. The length of the valued corridor is 134.63± feet.

UTILITIES

Natural gas, electric and water are available to the greater parcel.

ZONING

The "H" Riverfront Zoning is common to all of the land herein valued, and the contributory value of same to the greater developed parcel is considered to be constant, regardless of the zoning applicable to the primary, developed land area.

APPRAISAL ABSTRACT

COMPARABLE SALES REFERENCES

The appraiser has given prime consideration to the following documented transactions when developing the herein contained value unit and resultant final value estimates.

Due to the restrictive land uses permitted by the "H" Riverfront Zoning, primary considerations are given to the contributory value of the subject lands to the primary land use of the greater parcels. Also considered is the contributory value to the proposed usage of the lands under appraisal, the same being a public, paved bike trail, to be developed by the Board of park Commissioners of the Hamilton County Park District.

COMPARABLE SALES REFERENCES

COMP NO	LOCATION	DATE OF SALE	SALE PRICE	SALE PRICE PER SQ.FT.	OVERALL RATING TO THE SUBJECT
1	5130 Batavia Pike Anderson Twp, OH 45244	* (1) 03/07/2008	\$30,000	\$1.504	Far Superior
2	Rear of: 6712 Crull St Newtown, OH 45244	* (2) 12/15/2007	\$5,900	\$1.148	Comparable to Slightly Inferior
3	6817 E. Plum St Newtown, OH 45244	* (3) 12/12/2005	\$20,000	\$1.418	Superior

- * (1) Executed contract to purchase. Hamilton County Park Board is purchasing this property, a portion of which will be used for the proposed public bike trail. The existing structure is non-habitable and will be razed. This is a developable site.
- * (2) This is a narrow corridor being purchased by the Hamilton County Park Board for the proposed bike trail.
- * (3) This is a developable site. Substantially superior to the subject lands

RESULTANT UNIT VALUE OPINION

\$1.30 PER SQUARE FOOT

VALUATION DATA

PURPOSE OF VALUATION

To provide a value estimate for the Board of Park Commissioners of the Hamilton County Park District, for purposes of acquisition.

SUBJECT OF VALUATION Fee Simple Interest

VALUATION APPROACHES UTILIZED

Cost N/A Sales Comparison Yes Income Capitalization N/A

VALUATION RESULTANTS

COST APPROACH ... NOT APPLICABLE

SALES COMAPRISON APPROACH ... \$9,510.00

INCOME CAPITALIZATION APPROACH ... NOT APPLICABLE

FINAL VALUE ESTIMATE

Parcel 9 = 7,315± Sq.Ft. @ \$1.30/Sq.Ft. = \$9,510.00
\$9,510.00

COMMENTS:

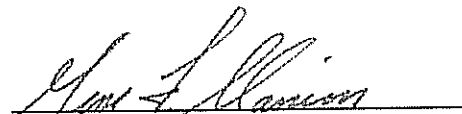
As previously stated, the final value estimate may vary in accordance with the land areas established by a final survey.

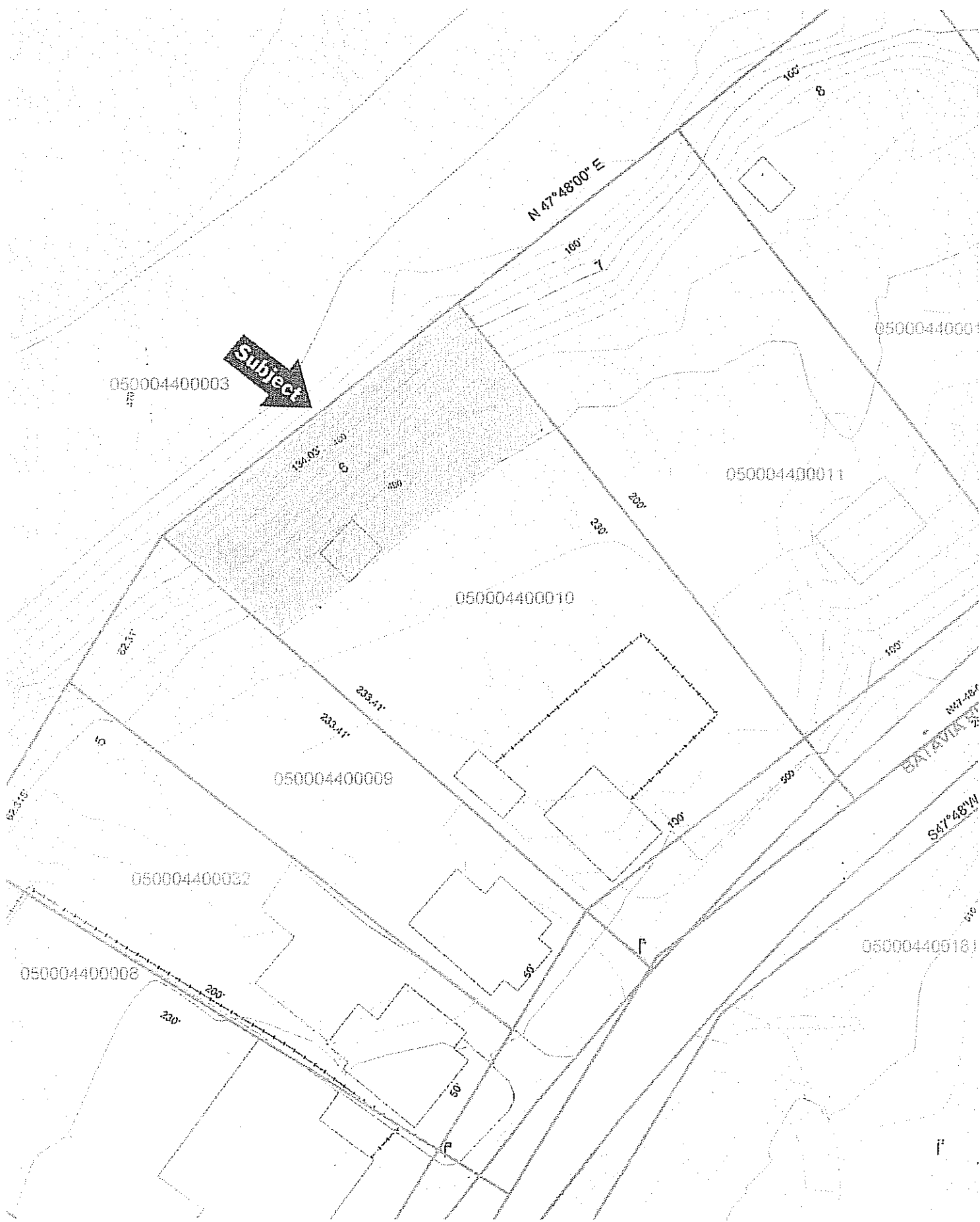
The appraiser assumes that land improvements, such as sheds and fencing, will be removed and replaced at a location determined by the seller, at no cost to said seller.

Effective Date of Valuation:

March 16, 2008

Acknowledged By:


Gene F. Manion, Appraiser



Purchase Agreement -Bicycle Trail Corridor

Anderson/Shear Property

March 25, 2008

This Purchase Agreement is by and between Scott Anderson and Pamela Anderson with a mailing address of 5080 Cincinnati Batavia Road Cincinnati, Ohio 45244, (Currently, the property is subject to an existing land contract dated December, 2007 by and between Scott Anderson and Pam Anderson (Land Contract Buyer) and Unique Home Properties LLC, a Domestic Limited Liability Company established on March 13, 2007 as Corporation number 1685757 with the secretary of State for Ohio with principles of: Sandra Shear and Patrick Shear with a mailing address of 539 Chaswil Drive Cincinnati Ohio 45255 as the (Land Contract Seller) together, the (Land Contract Buyer) and (Land Contract Seller) collectively will be known as ("SELLER")) and the Board of Park Commissioners of the Hamilton County Park District 10245 Winton Rd, Cincinnati, Ohio, 45231 or its' assigns ("BUYER").

WITNESSETH:

WHEREAS, BUYER desires to acquire certain real property from various owners to extend the Little Miami Scenic Bike Trail ("BIKE TRAIL") from the Little Miami Golf Center to Beechmont Avenue; and

WHEREAS, SELLER owns real property which includes part of the proposed route of the extension of the BIKE TRAIL;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

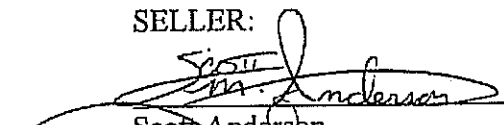
1. **AGREEMENT TO SELL:** For and in consideration of the sum of a total of \$1,000 payable at the time of execution of this Purchase Agreement (EARNEST MONEY) to be paid by the BUYER (to Anderson per a discussion/voice message on 3/18/2008 4:04:00 PM), the receipt of which is hereby acknowledged, SELLER hereby agrees to sell to BUYER, and BUYER hereby agrees to purchase from SELLER, the real estate consisting of a bicycle trail corridor through the rear of the property for up to approximately 3,846 square feet in fee simple as described below in paragraph #2. Said real estate shall be held exclusively for the BUYER for a 4 month time period (March 12, 2008 through June 30, 2008) while BUYER seeks state grant money through the Clean Ohio program.
2. **PROPERTY DESCRIPTION:** The real estate subject to this Agreement consists up to approximately 3,846 square feet ("REAL ESTATE") identified in Hamilton County Auditor's Map Plat Book 500-0440-0009, and known as 5080 Batavia Rd. (as shown on Attachment 1 map).

3. **PRICE AND TERMS:** SELLER shall sell the REAL ESTATE and BUYER shall purchase the REAL ESTATE per the terms stated in this Agreement for \$1.30 per square foot with the final price determined as a result of a survey to be performed at the expense of BUYER ("PURCHASE PRICE").
4. **EARNEST MONEY:** All of the EARNEST MONEY (\$1,000) is to be credited towards the PURCHASE PRICE unless:
 - A. If SELLER breaches this Agreement, the EARNEST MONEY will be refunded in its entirety to BUYER within seven days of notice from BUYER.
 - B. If SELLER has marketable title to the REAL ESTATE in fee simple free and clear of all liens and encumbrances and BUYER elects not to purchase the REAL ESTATE, the EARNEST MONEY may be retained by SELLER. The forfeiture of the EARNEST MONEY will be the only penalty placed upon BUYER if BUYER breaches this Agreement.
5. **INSPECTIONS:** SELLER grants BUYER the right to conduct any additional standard inspections of the REAL ESTATE that may be necessary including but not limited to environmental studies and test borings, if needed, and building inspections.
6. **OTHER CONTINGENCIES:** This Agreement is subject to the formal approval of the Board of Park Commissioners of the Hamilton County Park District at their regularly scheduled Board meeting to be held on March 19, 2008. Following such formal approval, BUYER shall deliver the EARNEST MONEY to SELLER.
7. **PERSONAL PROPERTY:** The following personal property shall be included in the sale: None.
8. **FENCING:** Privacy control issues for the SELLER will be addressed by BUYER making a payment to SELLER at the closing of an additional **\$5,256.00** ("FENCE PAYMENT") that will cover the cost of a new 6 feet high wooden privacy fence to be installed by EME Fence along the new boundary line and also covering the remaining eastern property line to the house. This total amounts to approximately 180 feet of new fence. The FENCE PAYMENT will be placed into an escrow account from which payments **for the fence will be made to EME Fence.** BUYER will schedule an appropriate work start date in conjunction as soon as BUYER completes the survey. At strategic times during the fence construction progress, BUYER and SELLER will mutually agree that the work has been completed in a satisfactory manner and will jointly authorize the release FENCE PAYMENT funds from the escrow account. BUYER has confirmed that no building permit for the fence will be required and BUYER will make sure that a zoning certificate is issued for the work by Anderson Township Zoning. The SELLER will maintain the new fencing.

9. **MSD SEWER EASEMENT:** BUYER/SELLER both recognize that Metropolitan Sewer District ("MSD") may also install a new domestic sewer line within or near the bicycle trail corridor and SELLER will grant the necessary easements to MSD for this work and **SELLER will incorporate this MSD Easement into the deed transferring the REAL ESTATE to BUYER and SELLER will be granted an easement to said sewer. BUYER will place a small sign near the bicycle trail memorializing the site as "Shear Meadow" for their involvement in the project as a part of the bicycle trail installation.**
10. **SELLER'S CERTIFICATION:** SELLER certifies to BUYER that, to the best of SELLER'S knowledge: (a) the REAL ESTATE is being sold in "as is" condition; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the REAL ESTATE may be assessed; except None, (c) the REAL ESTATE is zoned as residential/floodplain; (d) no Federal, City, Township, County or State orders have been served upon the REAL ESTATE requiring work to be done or improvements to be made which have not been performed, except: the MSD sewer line for which BUYER will have no responsibility; (e) there are no underground fuel tanks or other tanks that contained or now contain any hazardous waste or other toxic substance except: None ; (f) that there is and has been no discharge or disposal by SELLER of any hazardous waste or other toxic substance (as such terms are defined by any applicable federal, state or local governmental law, rule, ordinance or regulation) on the REAL ESTATE, or contamination of the REAL ESTATE by any such substances; that any storage or utilization of any hazardous or toxic substance is fully described in the attached Exhibit "A" hereto; and that any such storage or utilization is, and has been at all times, in full compliance with all applicable federal, state or local laws, rules, ordinances and regulations.
11. **CONVEYANCE AND CLOSING:** The closing will be held by approximately June 30, 2008 or on such earlier date as the parties may agree. SELLER informed (per a discussion/voice message on 3/18/2008 4:04:00 PM) BUYER of the **disbursement of funds that will be to Anderson as "Land Contract Buyer" to be used in the preparation of the closing statement.** BUYER shall be responsible for transfer taxes and SELLER shall be responsible for deed preparation. SELLER shall convey marketable title to the REAL ESTATE by Fee Simple General Warranty Deed, free, clear and unencumbered as of the closing, except restrictions and easements of record which do not adversely affect the REAL ESTATE, except None, and except the following assessments (certified or otherwise): None. BUYER shall have the right to cancel this Agreement in the event that any encumbrances or liens or other significant concerns are found upon the title that cannot be resolved in an expeditious manner by SELLER, and SELLER shall immediately return the EARNEST MONEY to BUYER.
12. **REALTORS FEES:** There are no Realtors commissions involved in this sale.

13. **SOLE CONTRACT:** Except for the above referenced Land Contract between BUYER, the parties agree that this Agreement constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this Agreement shall be made in writing, signed by all parties and copies shall be attached to all copies of the original Agreement. This Agreement shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
14. **PROPERTY TAXES:** Property Taxes will be prorated to the day of the closing.
15. **RESTRICTIVE COVENANT** in the event that the BUYER is successful in their grant application, the deed from the SELLER shall contain the following additional restrictive language *"Buyer agrees to perpetually keep this property in greenspace. Potential development of this property will be for providing appropriate access for outdoor recreation for the extension of the Little Miami River Scenic Trail. Public access into and through the site will be provided by the Buyer in a relatively narrow corridor through the property designed to connect with other properties owned or eventually controlled by Buyer. Buyer agrees that the Deed Restrictions shall be perpetual and shall not be amended, released, extinguished or otherwise modified without the prior written approval of the Director of the Ohio Public Works Commission (OPWC), at the Directors sole and absolute discretion, who shall have full enforcement authority with respect to the Deed Restrictions. If any amendment, release, extinguishment or other modification of the Deed Restrictions should occur without the prior written approval of the Director, Buyer or its successors and assigns as owner of the Land or interest therein, shall pay to the OPWC upon demand from the Director an amount equal to the greater of: (a) 200 percent (200%) of the Funds disbursed by the OPWC for the Project, together with interest occurring thereon at a rate equal to 6 percent (6%) per annum from the date of disbursement; or (b) 200 percent (200%) of the fair market value of the Project."*
16. **EXPIRATION AND APPROVAL:** This Agreement is null and void if not signed by the BUYER and SELLER in writing on or before 5:00 o'clock (P.M.) CINCINNATI TIME, March 25, 2008. The SELLER has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.
17. **ACTION BY SELLER:** The undersigned SELLER has read and fully understands the foregoing Agreement and accepts said offer on this 25 th day of March, 2008, and agrees to convey the REAL ESTATE to BUYER according to the above terms and conditions:

SELLER:

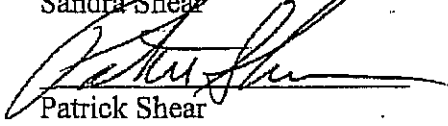

Scott Anderson


Pamela Anderson

Road Cincinnati, Ohio 45244

5080 Cincinnati Batavia


Sandra Shear


Patrick Shear

539 Chaswil Drive Cincinnati

Ohio 45255

ACCEPTANCE by the BUYER: The Board of Park Commissioners of the Hamilton County Park District hereby accepts the above Agreement on this 25th day of March, 2008 year time.

WITNESS: 

BUYER: 

Jack Sutton, Director

WITNESS: _____

ADDRESS OF BUYER: **Hamilton County Park District**
10245 Winton Road
Cincinnati, Ohio 45231 (513) 521-PARK

(This is a legally binding contract. If not understood, seek legal advice.)

APPRAISAL ABSTRACT

PROPERTY IDENTIFICATION:

Rear Sector of 5080 Batavia Road
Anderson Township
Hamilton County, Ohio 45244

AUDITOR'S IDENTIFICATION:

Plat Book 500 Page 0440 Parcel 0009

LEGAL DESCRIPTION:

Northeast one-half of Lot 5; Turpin Est.

OWNER OF RECORD:

Scott & Pam Anderson (Land Contract)
Unique Home Properties, LLC (Title Holder of Record)

LAND AREA:

Site Dimensions: Slightly Irregular Land Area: 0.055± Acre – 2,400± sq.ft.

ZONING: H-Riverfront – Rear Sector Only

Existing Use Ordinance: Conforming

Proposed Use Ordinance: Conforming

UTILITIES: Natural gas, Electric, Water & Private Sanitation System

HIGHEST AND BEST USE: Zoning density; extended yard areas; natural conservation buffer zone.

COMMENTS:

The subject lands under appraisalment will be a cut out from a greater parcel fronting on the north side of Batavia Road.

The primary developed land is zoned:
Parcel 9 = Residential "A"

APPRAISAL ABSTRACT

DESCRIPTION OF LANDS UNDER APPRAISEMENT:

No survey was furnished to the appraiser, therefore, the following land areas are estimated by the appraiser, utilizing the limited data sources available.

While the square foot value unit herein applied will remain constant, the total value estimate may vary from that herein contained, based upon actual land areas to be derived by a final survey.

ESTIMATED LAND AREAS

Parcel 9 = 40±' x 60' = 2,400± Sq.Ft.

TOPOGRAPHY

The topography varies from level to a downward slope of approximately 10 feet.

CONFIGURATION

The configuration of the subject lands is slightly irregular, with a depth of 40± feet. The length of the valued corridor is 60± feet.

UTILITIES

Natural gas, electric and water are available to the greater parcel.

ZONING

The "H" Riverfront Zoning is common to all of the land herein valued, and the contributory value of same to the greater developed parcel is considered to be constant, regardless of the zoning applicable to the primary, developed land area.

APPRAISAL ABSTRACT

COMPARABLE SALES REFERENCES

The appraiser has given prime consideration to the following documented transactions when developing the herein contained value unit and resultant final value estimates.

Due to the restrictive land uses permitted by the "H" Riverfront Zoning, primary considerations are given to the contributory value of the subject lands to the primary land use of the greater parcels. Also considered is the contributory value to the proposed usage of the lands under appraisal, the same being a public, paved bike trail, to be developed by the Board of park Commissioners of the Hamilton County Park District.

COMPARABLE SALES REFERENCES

COMP NO	LOCATION	DATE OF SALE	SALE PRICE	SALE PRICE PER SQ.FT.	OVERALL RATING TO THE SUBJECT
1	5130 Batavia Pike Anderson Twp, OH 45244	* (1) 03/07/2008	\$30,000	\$1.504	Far Superior
2	Rear of: 6712 Crull St Newtown, OH 45244	* (2) 12/15/2007	\$5,900	\$1.148	Comparable to Slightly Inferior
3	6817 E. Plum St Newtown, OH 45244	* (3) 12/12/2005	\$20,000	\$1.418	Superior

- * (1) Executed contract to purchase. Hamilton County Park Board is purchasing this property, a portion of which will be used for the proposed public bike trail. The existing structure is non-habitable and will be razed. This is a developable site.
- * (2) This is a narrow corridor being purchased by the Hamilton County Park Board for the proposed bike trail.
- * (3) This is a developable site. Substantially superior to the subject lands

RESULTANT UNIT VALUE OPINION

\$1.30 PER SQUARE FOOT

VALUATION DATA

PURPOSE OF VALUATION

To provide a value estimate for the Board of Park Commissioners of the Hamilton County Park District, for purposes of acquisition.

<u>SUBJECT OF VALUATION</u>	Fee Simple Interest
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VALUATION APPROACHES UTILIZED

Cost	N/A	<u>Sales Comparison</u>	Yes	<u>Income Capitalization</u>	N/A
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VALUATION RESULTANTS

COST APPROACH ... NOT APPLICABLE

SALES COMAPRISON APPROACH	...	\$3,120.00
---------------------------	-----	------------

INCOME CAPITALIZATION APPROACH ... NOT APPLICABLE

FINAL VALUE ESTIMATE

Parcel 9 = 2,400± Sq.Ft. @ \$1.30/Sq.Ft. = \$3,120.00

\$3,120.00


COMMENTS:

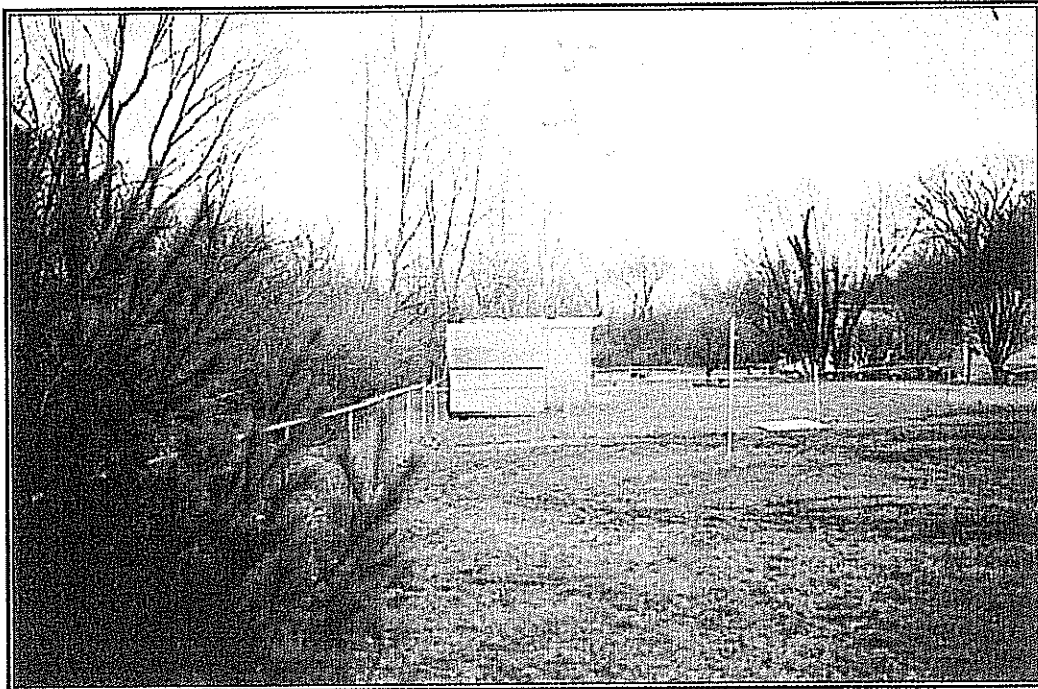
As previously stated, the final value estimate may vary in accordance with the land areas established by a final survey.

Effective Date of Valuation:

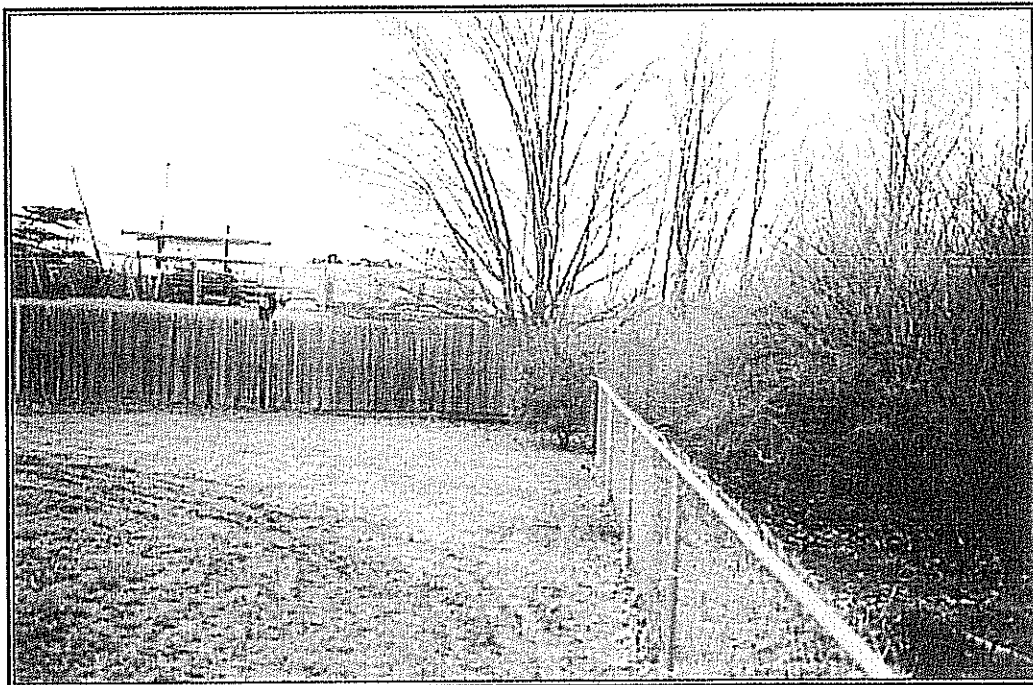
Acknowledged By:

March 9, 2008


Gene F. Manion, Appraiser



PARCEL 9 – LOOKING EAST ALONG THE TAKE AREA



PARCEL 9 – LOOKING WEST ALONG THE TAKE AREA

Letter of Intent

March 25, 2008

Concerning approximately 6619 square-foot more or less, of real property shown on the Hamilton County Auditor's Map as Plat Book 500-0440-0008, 32 and 34 (as shown on Attachment 1 map)

Dear Mr. Eheman:

Hamilton County Park District ("Purchaser") has an interest in acquiring from you, Jeanne and Vincent Eheman (dba as EME Fence) the Seller, that property owned by you and known as 5060 Cincinnati Batavia Road Cincinnati, Ohio 45244, more fully described on the Attachment 1 map being a corridor of property over the bicycle trail along the rear of this site (the "Property").

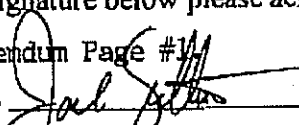
Purchaser and Seller have agreed on a purchase price of \$1.30 per square foot for the property. Purchaser's obligation to acquire the Property shall be contingent upon the approval of Purchaser's application for a grant from the Ohio Public Works Commission as submitted to the Hamilton County Natural Resource Advisory Council, District 2 on or before April 4, 2008. Within 90 days after the approval of Purchaser's application for a grant from Ohio Public Works Commission, Purchaser and Seller agree to enter into a binding Contract to Purchase, which contract shall have no contingencies other than that this Contract to Purchase will also stipulate an additional \$7,665 ("FENCE PAYMENT") that will cover the cost of SELLER supplying materials, equipment and labor to build a new temporary 8 feet high chain-link security fence approximately 10 feet south of the existing fence, removing the existing fence and clearing the way for BUYER to construct the Proposed Trail including a possible retaining wall, immediately north of the new property line and both a sewer easement and fence maintenance easement will be included.

This letter of intent, executed by Hamilton County Park District and Vincent Eheman indicates the willingness of both parties to work together in good faith towards the sale and purchase of the Property as set forth herein. The parties hereto acknowledge that until the Contract to Purchase has been fully executed, there is no binding relationship between the parties.

By your signature below please acknowledge your agreement to this letter of intent

Sdd addendum Page #11

Sincerely,



Jack Sutton, Date:

3/25/2008

Director Hamilton County Park District

ACKNOWLEDGED AND AGREED



Vincent Eheman Date: 3 31 08

Page 1

March 31, 2003

ADDENDUM to Letter of Intent 3-25-08

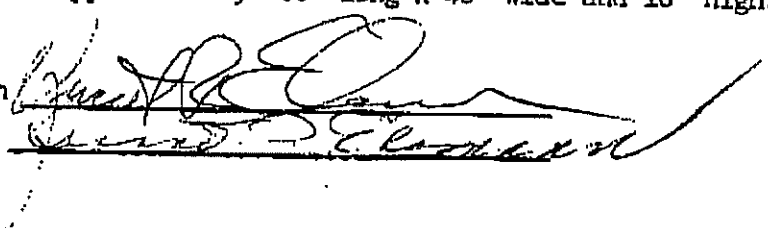
Property @5050/5060 Batavia Rd. 45244-3843 Lot #34 & #8

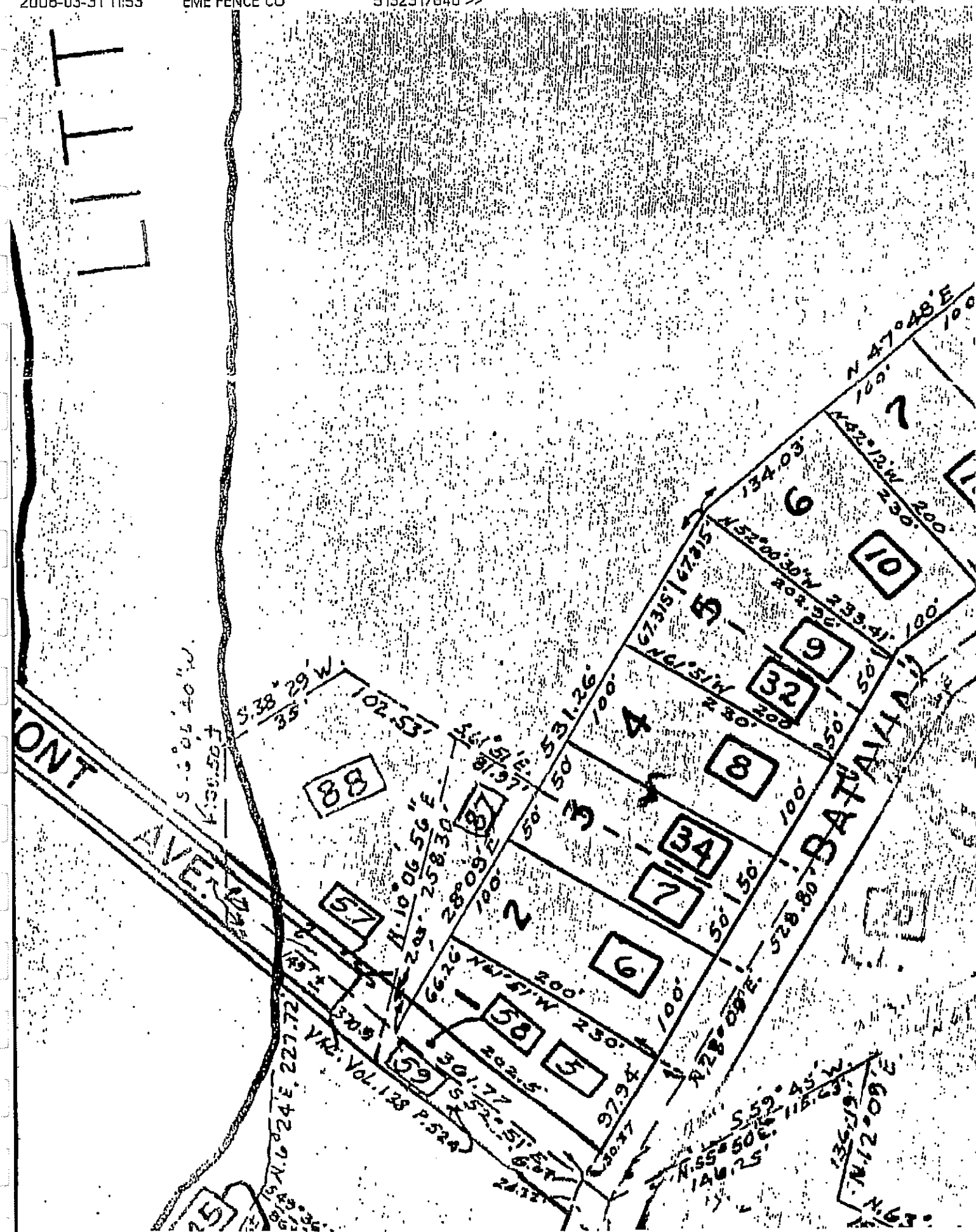
Sale of property contingent on Anderson Township Zoning Dept. and Hamilton County Building Dept. approving plans for E M E Fence Co. Inc. to build 2 buildings, one on the south side of 5050 Lot #34 and one on the west side of 5050/5060 Lot #34 & #8 Batavia Rd.

Pole Buildings style approximately 130' long x 40' wide and 16' high.

Vincent R. Ehemann

Jeanne P. Ehemann

Handwritten signatures of Vincent R. Ehemann and Jeanne P. Ehemann, each written over a horizontal line.



APPRAISAL ABSTRACT

PROPERTY IDENTIFICATION:

Rear Sector of 5050, 5060 & 5070 Batavia Road
Anderson Township
Hamilton County, Ohio 45244

AUDITOR'S IDENTIFICATION:

Plat Book 500 Page 0440 Parcel(s) 0008, 0032 & 0034

LEGAL DESCRIPTION:

Part of Lot 3; Lot 4; Part of Lot 5; Turpin Est.

OWNER OF RECORD:

Jeanne P. & Vincent R. Ehemann

LAND AREA:

Site Dimensions: Irregular Land Area: 0.148± Acre – 6,450± sq.ft.

ZONING: H-Riverfront – Rear Sector Only

Existing Use Ordinance: Conforming

Proposed Use Ordinance: Conforming

UTILITIES: Natural gas, Electric, Water & Partial Sanitary Sewer

HIGHEST AND BEST USE: Zoning density; extended yard areas; natural conservation buffer zone.

COMMENTS:

The subject lands under appraisalment will be a cut out from greater parcels fronting on the north side of Batavia Road.

The primary developed lands are zoned:

Parcels 8 & 34 = Retail
Parcel 32 = Residential "A"

APPRAISAL ABSTRACT

DESCRIPTION OF LANDS UNDER APPRAISEMENT:

No survey was furnished to the appraiser, therefore, the following land areas are estimated by the appraiser, utilizing the limited data sources available.

While the square foot value unit herein applied will remain constant, the total value estimate may vary from that herein contained, based upon actual land areas to be derived by a final survey.

ESTIMATED LAND AREAS

Parcels 8 & 34	=	Mean Depth 27±' x 150'	=	4,050± Sq.Ft.
Parcel 32	=	40±' x 60'	=	<u>2,400± Sq.Ft.</u>
TOTAL ESTIMATED LAND AREA				= <u>6,450± Sq.Ft.</u>

TOPOGRAPHY

The topography varies from level to a downward slope of approximately 10 feet.

CONFIGURATION

The configuration of the subject lands is irregular, with depths having an estimated variance from 27± feet to 40± feet. The length of the valued corridor is 150± feet.

UTILITIES

Sanitary sewer is available from Parcel 34 only. Natural gas, electric and water are available to all of the greater parcels.

ZONING

The "H" Riverfront Zoning is common to all of the lands herein valued, and the contributory value of same to the greater developed parcels is considered to be constant, regardless of the zoning applicable to the primary, developed land areas.

APPRAISAL ABSTRACT

COMPARABLE SALES REFERENCES

The appraiser has given prime consideration to the following documented transactions when developing the herein contained value unit and resultant final value estimates.

Due to the restrictive land uses permitted by the "H" Riverfront Zoning, primary considerations are given to the contributory value of the subject lands to the primary land use of the greater parcels. Also considered is the contributory value to the proposed usage of the lands under appraisal, the same being a public, paved bike trail, to be developed by the Board of park Commissioners of the Hamilton County Park District.

COMPARABLE SALES REFERENCES

COMP NO	LOCATION	DATE OF SALE	SALE PRICE	SALE PRICE PER SQ.FT.	OVERALL RATING TO THE SUBJECT
1	5130 Batavia Pike Anderson Twp, OH 45244	* (1) 03/07/2008	\$30,000	\$1.504	Far Superior
2	Rear of: 6712 Crull St Newtown, OH 45244	* (2) 12/15/2007	\$5,900	\$1.148	Comparable to Slightly Inferior
3	6817 E. Plum St Newtown, OH 45244	* (3) 12/12/2005	\$20,000	\$1.418	Superior

- *(1) Executed contract to purchase. Hamilton County Park Board is purchasing this property, a portion of which will be used for the proposed public bike trail. The existing structure is non-habitable and will be razed. This is a developable site.
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- *(3) This is a developable site. Substantially superior to the subject lands

RESULTANT UNIT VALUE OPINION

\$1.30 PER SQUARE FOOT

VALUATION DATA

PURPOSE OF VALUATION

To provide a value estimate for the Board of Park Commissioners of the Hamilton County Park District, for purposes of acquisition.

SUBJECT OF VALUATION

Fee Simple Interest

VALUATION APPROACHES UTILIZED

<u>Cost</u>	N/A
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Sales Comparison

Yes

Income Capitalization

N/A

VALUATION RESULTANTS

COST APPROACH



NOT APPLICABLE

SALES COMAPRISON APPROACH

◆◆◆

\$8,385.00

INCOME CAPITALIZATION APPROACH

NOT APPLICABLE

FINAL VALUE ESTIMATE

Parcels 8 & 34 = 4,050± Sq.Ft. @ \$1.30/Sq.Ft. = \$5,265.00

Parcel 32 = 2,400± Sq.Ft. @ \$1.30/Sq.Ft. = \$3,120.00

Total Value Estimate = \$8,385.00

\$8,385.00

COMMENTS:

As previously stated, the final value estimate may vary in accordance with the land areas established by a final survey.

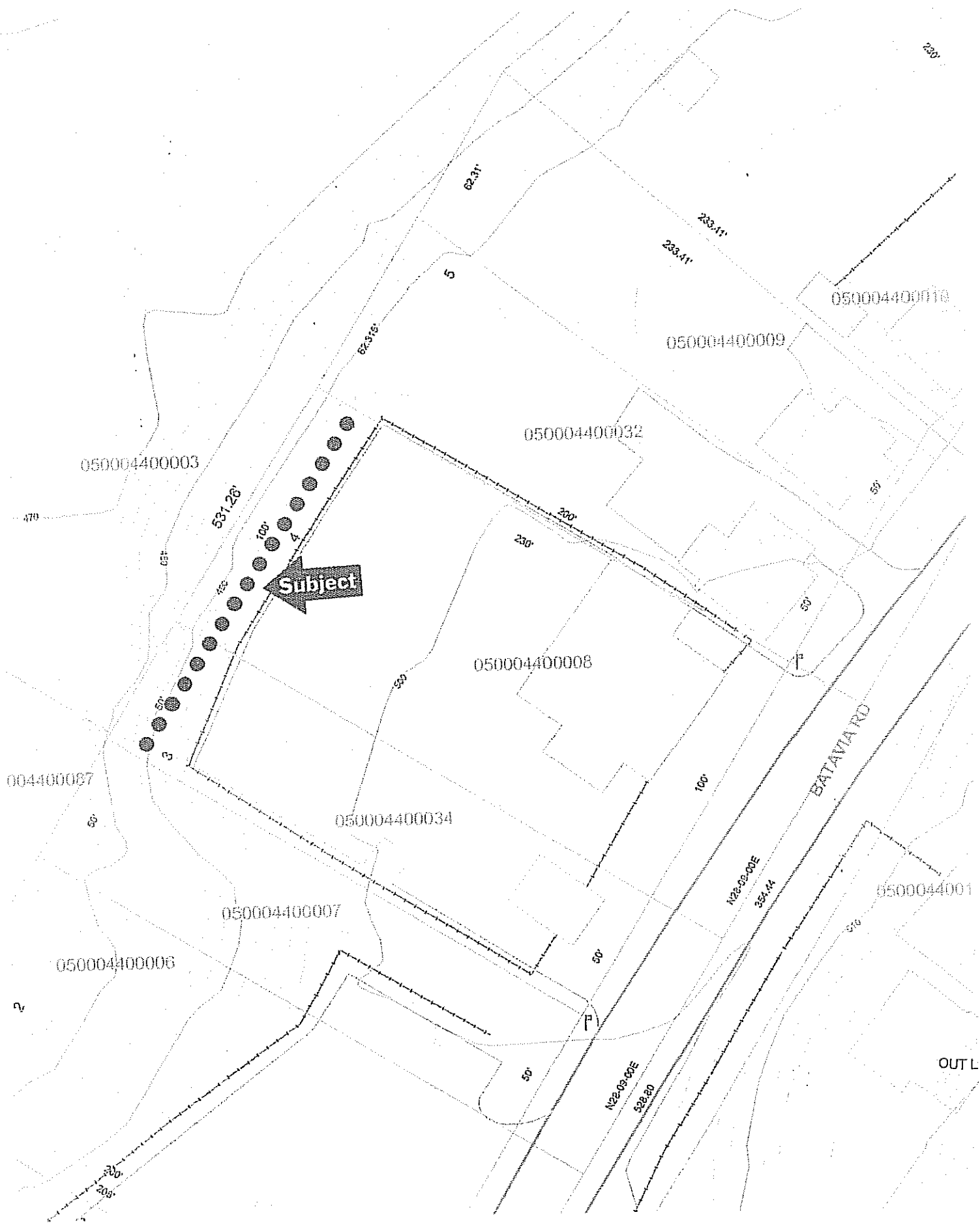
Effective Date of Valuation:

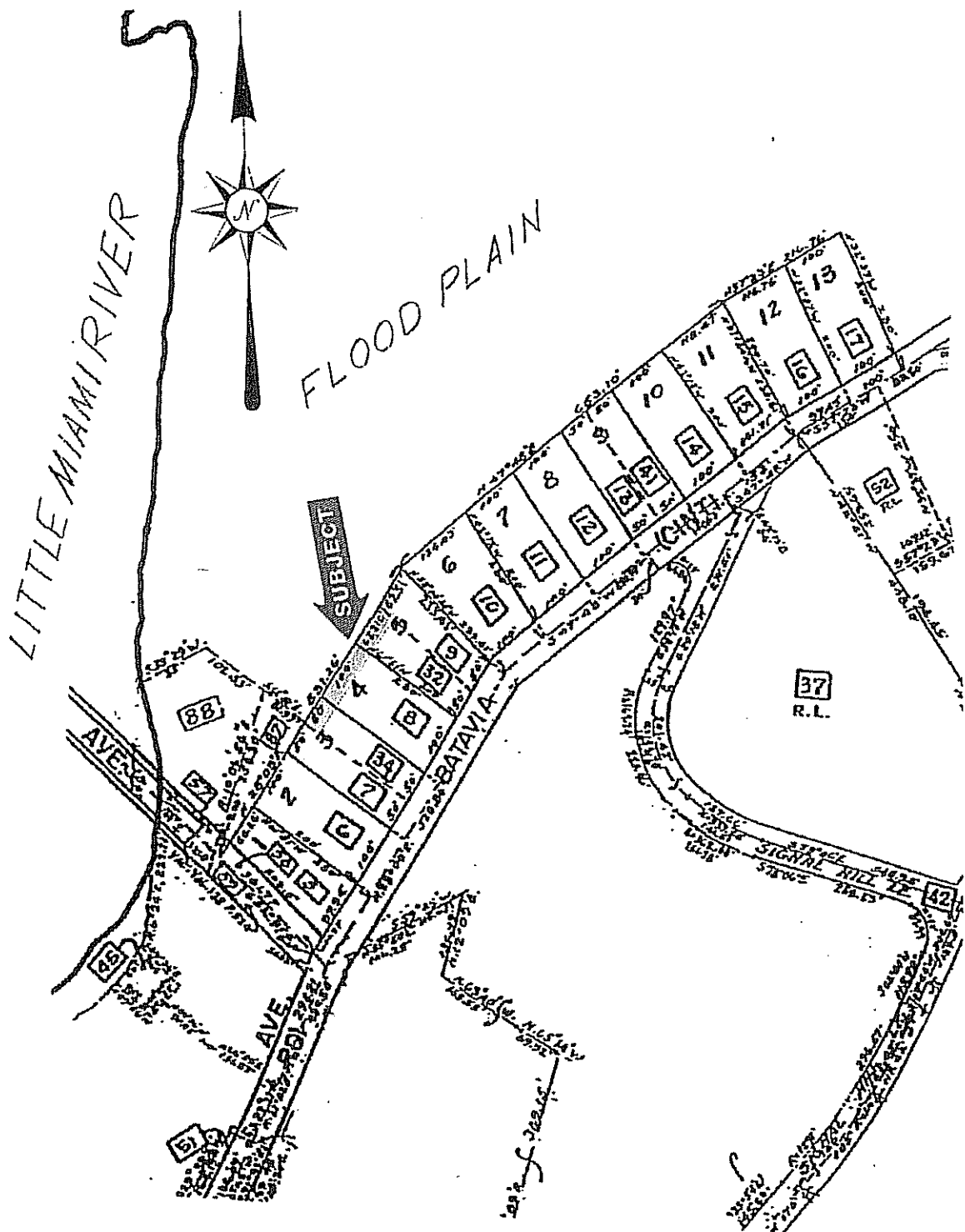
Acknowledged By:

March 9, 2008

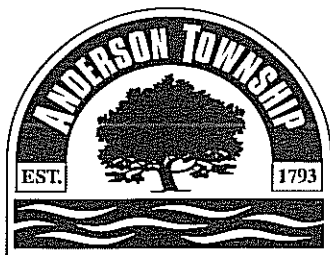
Gene F. Manion
Gene F. Manion, Appraiser

Gene F. Manion, Appraiser





AUDITOR'S PLAT



Anderson Township Development Services Department

Anderson Center

7850 Five Mile Road
Anderson Township, Ohio 45230-2356

Phone: 513-688-8400

Fax: 513-231-3970

www.andersontownship.org

Township Trustees

Russell L. Jackson, Jr.
Albert F. Peter
Peggy D. Reis

Fiscal Officer

Kenneth G. Dietz

Township Administrator

Henry C. Dolive

Director

Steve E. Sievers, AICP

Assistant Director

Paul J. Drury, Jr., AICP

Administrative Assistant II

Betty J. Cowan

Zoning Inspector

Barbara S. Heffner

Anderson Trails Coordinator

Thomas Caruso

Sign Inspector

Jim V. Lewis

Beechmont Improvement Coordinator

Dottie Scott

Citizen Committees

Zoning Commission
Board of Zoning Appeals
Development Advisory Committee
Transportation Advisory Committee
Betterment and Beautification Committee
Street Tree Committee
Greater Anderson Township Betterment Commission

March 27, 2008

Jack Sutton, Director
Hamilton County Park District
10245 Winton Road
Cincinnati, Ohio 45231

Dear Jack,

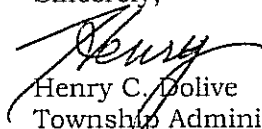
We are extremely excited to see the progress you have made in working with property owners along State Road 32 (Batavia Pike) to negotiate contracts to purchase properties and/or easements for the extension of the Little Miami Scenic Trail through Anderson Township. This trail will provide a wonderful recreational amenity for Township residents and bring thousands of visitors through our community. The acquisition of these properties for open space purposes will also help to enhance the natural ambiance of this gateway to our community (which is proud to have 17% of its land in public open space ownership) and provide an expanded natural buffer along the Little Miami State and National Scenic River.

It is our understanding that the removal of several residences in this area is strongly advocated by the Ohio Department of Transportation, so as to eliminate driveways and on-street parking on this congested roadway. Furthermore, the removal of homes will also help reduce the length of a future public sanitary sewer project planned by the Greater Cincinnati Metropolitan Sewer District, ultimately providing a cost savings for Hamilton County taxpayers.

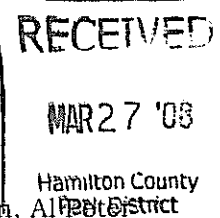
Therefore, we are writing to offer our continued support of your acquisition activities in this area, and specifically of your forthcoming grant application for Clean Ohio Funds. Pursuant to our previous discussions, the Board of Township Trustees has committed \$30,000 to assist with your acquisition efforts, and these funds may certainly be used as part of your local match for this grant. It is our understanding that if the grant is received, the Township would then assume ownership of the Thieryoung property at 5186 Batavia Pike, with the Hamilton County Park District taking ownership of the other parcels. The Thieryoung parcel is of particular interest to the Township, as this property is surrounded by 121 acres of Township-owned Greenspace.

Again, we appreciate your efforts to acquire these properties and the improvements you are considering for the benefit of Anderson area residents.

Sincerely,


Henry C. Dolive
Township Administrator

cc: Board of Township Trustees: Peggy Reis, Russ Jackson,
Township Fiscal Officer: Ken Dietz
Director of Development Services: Steve E. Sievers





ANDERSON PARK DISTRICT

8249 Clough Pike
Cincinnati, Ohio 45244-2746
Phone 513-474-0003

March 24, 2008

Hamilton County Park District
Attn: Sally A. Bauer
10245 Winton Road
Cincinnati, OH 45231

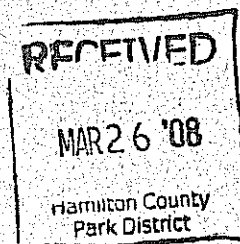
Dear Ms. Bauer,

This letter is to recognize the Anderson Township Park District's support of the McCoullough Run Connector acquisition. Our property, Clear Creek Park, is one of several properties along Batavia Rd. (S.R. 32) in which the bike path will need to pass through. The Anderson Township Park District plans to develop Clear Creek Park as an entrance point to the bike trail. This project directly aligns with the Anderson Township Park District's mission statement; "The Anderson Township Park District is dedicated to providing Anderson Township residents with quality parks, facilities, and programs." We believe that by completing this section of trail, and helping to extend and complete the Ohio to Erie trail, we are providing our community and other surrounding communities with an excellent recreation opportunity. For this reason, the Anderson Township Park District is in full support of the Hamilton County Park District's acquisition of the remaining McCoullough Run Connector properties.

Sincerely,

Anderson Township Park District

Ken Kushner
Executive Director
Kkushner@andersonparks.com
(513) 388- 2492



4/14/05 Faxed to Paul Caudill 614-274-0983
From Rick Johnson HCAPD
RJohnson@greatparks.org
513 728 3551 (257)
2 Pages including HCAPD
9/27/96
Request



REAL ESTATE DEPARTMENT

SuperAmerica Group
P.O. Box 14000
Lexington, Kentucky 40512
(606) 357-7369

7777

April 2, 1997

Rick Johnson
Planning Specialist
Hamilton County Park District
10245 Winton Rd.
Cincinnati, OH 45231

Dear Mr. Johnson:

Please be advised that SuperAmerica is willing to donate approximately 1.2 acres to the rear of the SuperAmerica location at 5030 Batavia Pike in Anderson Township to the Hamilton County Park District.

This donation would be based on an understanding that any costs associated with the transfer of the property to the Hamilton County Park District would be the sole responsibility of the Park District.

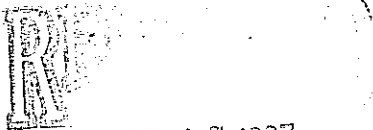
Such costs would include, but not be limited to: survey, legal description, lot split, sanitary sewer easement description, etc.

Please contact me should you require anything additional at this time or in the future.

CC: D. T. Childs
G. M. Grill

Sincerely,

Donald Human
Land Use Specialist



HAMILTON COUNTY
PARK DISTRICT



HAMILTON COUNTY PARK DISTRICT
10245 Winton Road, Cincinnati, Ohio 45231

FACSIMILE COVER SHEET
TEL NO. (513) 728-3551 Ext.217
FAX NO. (513) 521-2896

DATE:	March 6, 2008	FAX NO.	(513) 231-3970
TO:	Anderson township	PAGES:	5
ATTN:	Steve Sievers		(including this cover sheet)
FROM:	Sally Bauer, Park Planner		

**IF YOU HAVE ANY PROBLEM WITH THE RECEPTION OF THESE PAGES, PLEASE
CONTACT US AT (513) 728-3551, EXT 264**

As required by the Clean Ohio Conservation Program Grant Application, Ohio Revised Code Sec. 164.23, the Hamilton County Park District is consulting with Anderson Township regarding the following project:

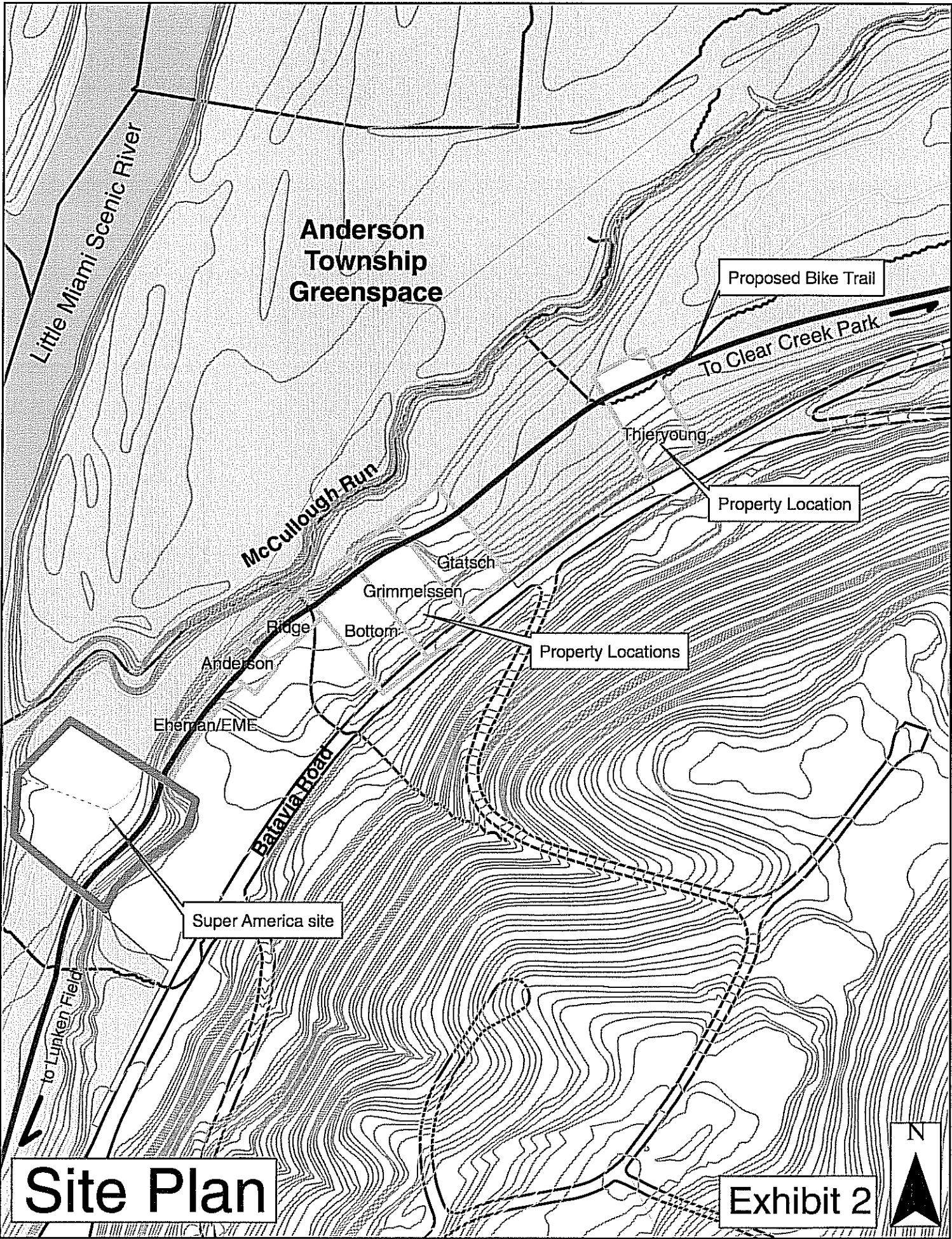
- Properties located in the 5000 -5100 blocks of Batavia Road – see attached location map
- Properties are being purchased to retain a bike/hike trail easement for the little Miami Scenic Bike Trail extension.

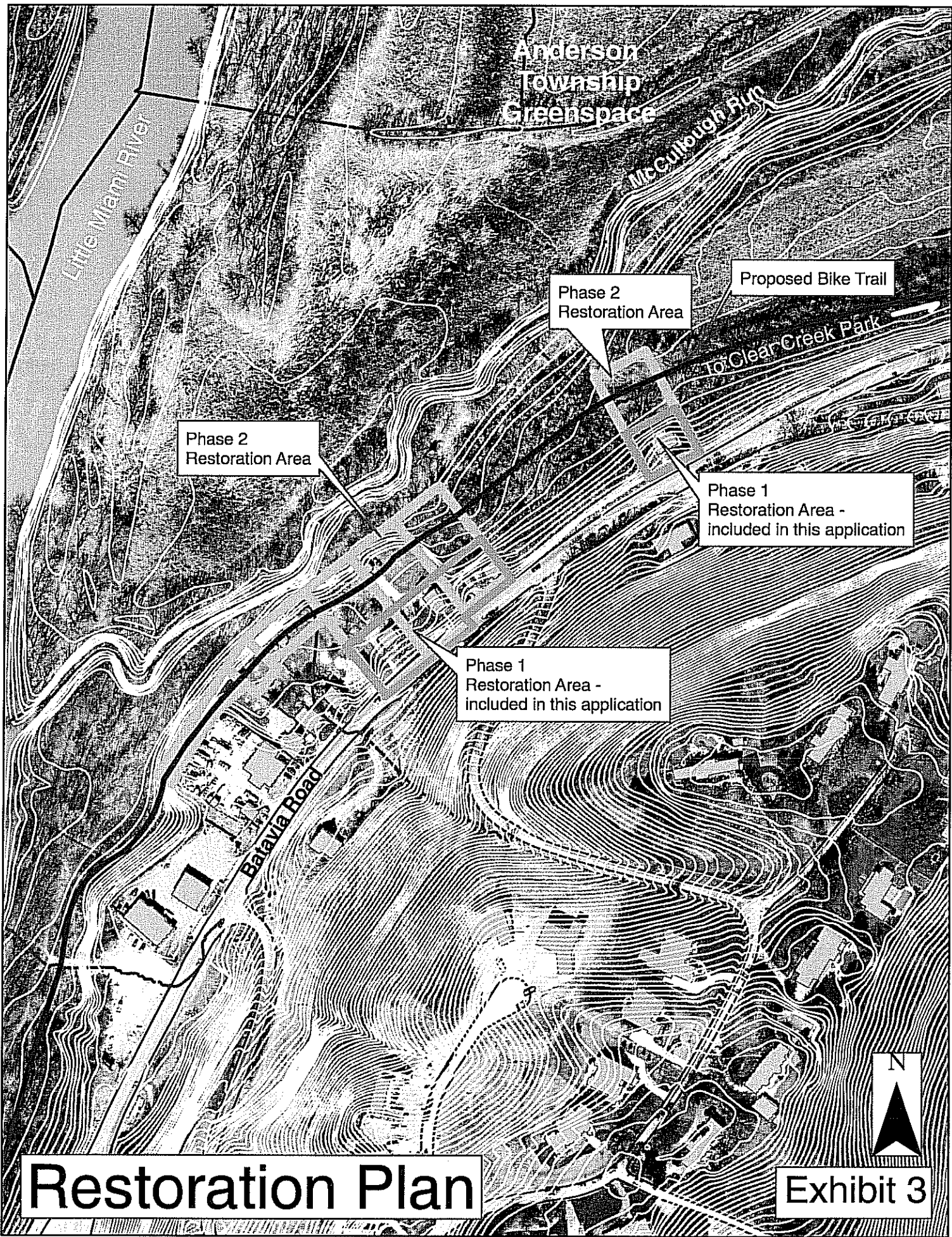
Please respond to this fax indicating you have received this information and acknowledge these applications.

Should you have any questions, please contact Sally Bauer, Park Planner at 728-3551 extension 264.

Location Map







Anderson
Township
Greenspace

Little Miami River

McCullough Run

Proposed Bike Trail

Phase 2
Restoration Area

To Clear Creek Park

Phase 2
Restoration Area

Phase 1
Restoration Area -
included in this application

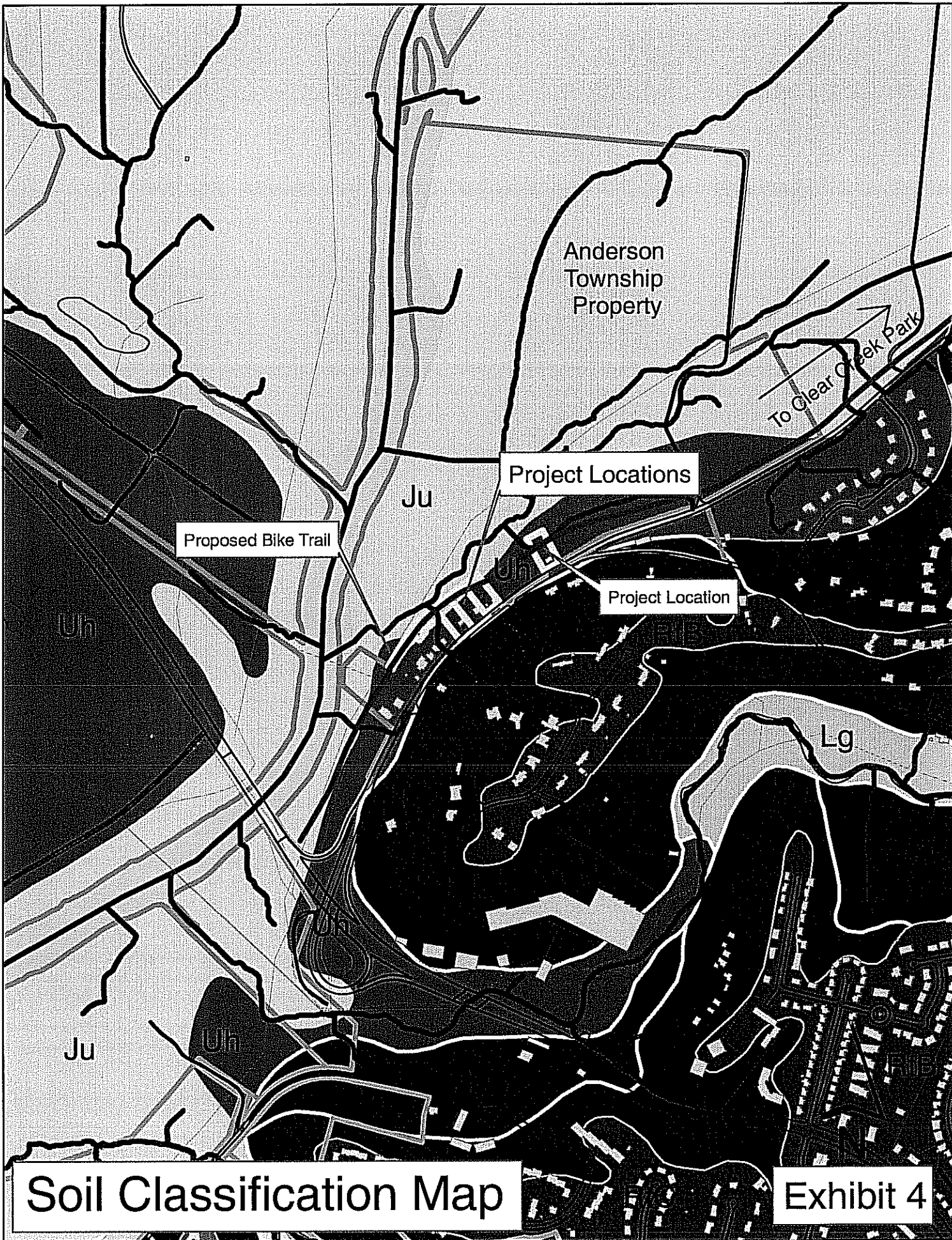
Phase 1
Restoration Area -
included in this application

Batavia Road



Restoration Plan

Exhibit 3



Soil Classification Map

Exhibit 4



Proposed Trail Alignment

Anderson Township
Greenspace

Project Locations

USGS Map

Exhibit 5

OKI REGIONAL BICYCLE PLAN

EXECUTIVE SUMMARY

The OKI Regional Bicycle Plan is a component of the region's multi-modal Metropolitan Transportation Plan. The Metropolitan Plan contains a summary of the existing bicycle facilities and of the recommendations for improving cycling conditions in the region. Towards this end, **it is the vision of the Regional Bicycle Plan that vehicular travel by bicycle become an integral mode of travel, both by its inclusion in OKI's regional transportation planning process, and by its consideration as a choice for trip-making by residents of the OKI region.**

The goals of the plan are stated as follows:

- GOAL 1: Develop a regional bicycle system that is integrated with other transportation systems.
- GOAL 2: Provide a safe, convenient and appealing bicycling environment.
- GOAL 3: Secure adequate funding for bicycle improvements in the region.
- GOAL 4: Encourage and support bicycle safety, education and enforcement programs.

A recognized guide for the design of bicycle facilities is published by the American Association of State Highway and Transportation Officials. This guide contains the statement that "The majority of bicycling will take place on ordinary roads with no dedicated space for bicycles." It further states that, therefore, "All highways, except those where bicyclists are legally prohibited, should be designed and constructed under the assumption that they will be used by bicyclists".

Consequently, many of the recommendations of this plan are oriented toward improving the region's road system so that the streets can more safely be shared by bicycles and motor vehicles. Recommended improvements, where needed, may vary from signed bike routes, to wide outside lanes or paved shoulders, to striped bike lanes. Particular attention is also directed at improving bridges and viaducts, as these facilities are replaced less often. Bicycles can also augment transit usage. Therefore, the plan recommends bike racks on buses, and improvements to roads serving transit centers. Recommendations also address protected and secure bicycle parking.

A major catalyst for the growth of bicycling in the region is the growing network of shared use paths which include the Little Miami Scenic Trail, The Great Miami River Trail, the Mill Creek Greenway, the Ohio River Trail, the Kentucky River Path and Shaker Trace. The construction, extension and connection of these trails is encouraged. Although primarily used for recreational trips currently, their value for utilitarian travel will increase as they are extended through and connected to population centers.

The Regional Bicycle Plan recognizes that progress made towards implementing these recommendations must come through initiatives of the local governments in the region. These entities have the responsibility for the construction and maintenance of the street system and the authority to initiate funding applications for such purposes that include bicycle facilities. Changes in federal policies governing the use of federal highway funds, first in ISTEA and now in TEA-21, mandate the inclusion of bicycle and pedestrian facilities for new and rehabilitation projects, and, further, provide the flexibility in the use of these funds to achieve these goals.

The OKI Regional Bicycle Plan was prepared by the OKI staff with the guidance of an advisory committee comprised of area cyclists, state and local transportation engineers, recreation planners and local officials.

Major C in the

To Little Miami Scenic Bike Path
(Greene County)

- Shared Road
- Existing Shared
- Proposed Share

Local Bicycle Pl Systems

1. Boone County 1
2. Florence 1
3. Kenton County 1
4. Anderson Twp. 1
5. Cincinnati 1
6. Madeira 1
7. Cleves 2
8. Springdale 2
9. Wyoming 2
10. Montgomery 2
11. Miami Twp. 2
12. West Chester 2
13. Loveland 2

OKI

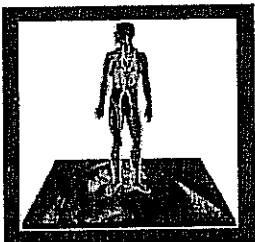
The Importance and Benefits of Primary Headwater Streams

January 2003

Collective Importance

Every river begins somewhere. That somewhere is its headwaters, the network of small streams that blanket the landscape of every watershed. Headwater streams with a watershed area generally less than one square mile are termed primary headwater streams. Over 80% of stream miles in Ohio are composed of these primary headwater streams.

Primary headwater streams are like the capillary system of a blood supply network - just as the health of the whole organism depends upon a functioning capillary system, the health of larger streams and rivers depend upon an intact primary headwater stream network.



Primary headwater streams can be ephemeral, intermittent or perennial. Ephemeral streams are those that contain flowing water only after major rain events or for very short times during the year. Intermittent streams flow only during the wetter periods of the year. Perennial streams contain water year-round. The collective health and functioning of the primary stream network have profound influences on the quality and value of larger streams, rivers and lakes.

The Importance and Benefits Provided by Primary Headwater Streams

Sediment Control

Primary headwater streams with vegetated buffers assist in reducing sediment delivery to larger streams.

Benefits - By reducing the amount of sediment, an intact network of functioning primary headwater streams can reduce dredging costs, flood frequency, reduce water treatment costs, and reduce the siltation of larger stream habitats.

Nutrient Control

Primary headwater streams reduce the amount of nutrients reaching larger streams. Excess nutrients are a common cause of pollution. Primary headwater streams also reduce amounts of other pollutants, such as herbicides.

Benefits - By reducing the amount of nutrients, an intact network of functioning primary headwater streams can improve recreational opportunities and reduce water treatment costs, human health risks and degradation of downstream waters.

Flood Control

Because of their close connection to groundwater, wetlands and subsurface water flows, primary headwater streams are important in controlling the flow of water to larger streams.

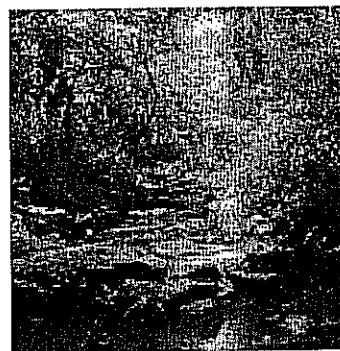
Benefits - By controlling the flow of water to larger streams, an intact network of functioning primary headwater streams can reduce local and downstream flooding, prevent excess erosion.

Wildlife Habitat Corridors

Primary headwater streams and their adjacent vegetation provide areas for wildlife habitat and add protection for fish and other animals living in the primary headwater streams and the

larger streams into which they feed.

Benefits - By providing habitat for wildlife, an intact network of functioning primary headwater streams can increase property values, increase or maintain biological diversity and improve opportunities for hunting and fishing.



Water and Food Supply

Primary headwater streams "nourish" downstream segments with essential supplies of water and food materials (both living organisms like insects and fish and decaying organic matter). Disruption of the hydrologic and biological processes of primary headwater streams takes a cumulative toll on the health of the whole river system.

Benefits - Proper functioning primary headwater streams can help maintain base flow in larger streams in times of drought. They are a key determinant in the overall condition of the river system.

For More Information

Visit the Ohio EPA Division of Surface Water web page:

<http://www.epa.state.oh.us/dsw/> or contact Bill Schumacher at (614) 644-2137 or by e-mail at bill.schumacher@epa.state.oh.us

Ohio EPA's Headwater Stream Project: Key Findings*

Importance

- Process nutrients and sediment
- Dissipate energy
- Maintain stream energy dynamics
- Maintain and protect downstream beneficial uses

Modified Primary Headwater Habitat Streams

In addition to natural channels, different classes of headwater streams can also have modified channels. Many primary headwater streams are being modified (examples include channelization and riparian removal) as part of activities related to agricultural activities (e.g., drainage) and urban/suburban development (e.g., flood control and construction). Such modification is the origin of the habitat degradation, pollutant, nutrient, siltation and sedimentation problems in smaller streams and a leading source of impairment to the water quality of larger streams into which they flow.



Modified Class I Primary Headwater Stream



Modified Class II Primary Headwater Stream

Watercourses Not Considered Primary Headwater Habitat Streams

Ohio EPA does not consider grass waterways or other watercourses without a defined bed and bank primary headwater streams.



Watercourse, without a defined bed and bank, in a field after a rain event

In addition, streams that have sufficient amounts of water throughout the year to support sufficiently large fish communities are assigned aquatic life uses under current water quality standards regulations for Ohio. Examples of such aquatic life uses include



Small warmwater habitat stream

warmwater habitat and coldwater habitat. Streams assigned those uses, although they may look small, are not considered primary headwater habitat streams.

For More Information

Visit the Ohio EPA Division of Surface Water Primary Headwater Habitat Web Page:

<http://www.epa.state.oh.us/dsw/wqs/headwaters/index.html>

or contact Bill Schumacher at (614) 644-2137 or by e-mail at bill.schumacher@epa.state.oh.us

*A complete set of technical documents can be accessed via Ohio EPA's Primary Headwater Habitat Web Page at: <http://www.epa.state.oh.us/dsw/wqs/headwaters/index.html>

January 2003

Nonpoint Source Impacts on Primary Headwater Streams

Examples of Local Soil and Water Conservation District (SWCD) Related Initiatives that Promote Good Primary Headwater Stream Management

Resource protection ordinances

Resource protection ordinances can be used to establish stream setbacks and control the development and land use within a selected distance from stream channels. The Summit County SWCD recently helped establish a county-wide ordinance that established setbacks from all stream channels in Summit County.

Sugar Creek TMDL

Farmers and landowners, in cooperation with the Holmes and Wayne County SWCDs and Ohio State University Researchers, are working to protect the headwaters of the upper Sugar Creek watershed. This is a local, voluntary effort that helps fulfill the "implementation" aspect of Ohio EPA's regulatory obligation to establish Total Maximum Daily Loads (TMDLs) in nonpoint source impacted watersheds.

Lake County SWCD

The Lake County SWCD is inventorying all headwater streams in

the county using the methodology developed by Ohio EPA. The information provides guidance for how to best protect the resources of the County in the face of on-going development.

For More Information

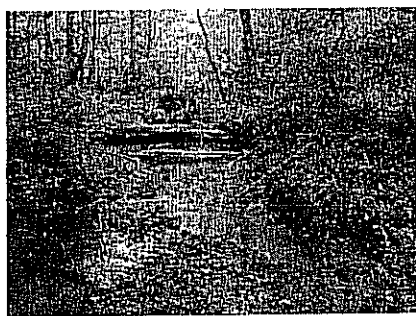
Visit the Ohio EPA Division of Surface Water web page:
<http://www.epa.state.oh.us/dsw/> or
contact Bill Schumacher at (614) 644-2137 or by e-mail at
bill.schumacher@epa.state.oh.us

Economic Reasons for Sound Management of Primary Headwater Streams

January 2003

Need for proper management

Headwater streams are the small swales, creeks and streams that are the origins of larger streams and lakes. Headwater streams with a watershed area generally less than a square mile are referred to as primary headwater streams. The quality of water in the larger streams and lakes has a close connection to the quality of the water coming from these primary headwater streams. If there is poor water quality at the source of



a larger stream or lake, it is likely that there will be poor water quality within the larger stream or lake.

As discussed in this fact sheet, there are economic benefits to good stewardship and the proper management of primary headwater streams.

What are the threats facing primary headwater streams?

Nearly every person living in Ohio has a primary headwater stream within a relatively short distance of their home. Because of their small size and their proximity to human

activities, these streams are often impaired.

Human activities that can degrade primary headwater streams include: channelizing them or enclosing them in culverts; habitat destruction such as removing vegetation along the banks of streams and constructing dams within streams; mining near streams; urban/suburban sprawl; and discharging pollutants from homes, businesses and livestock operations.

It is important to remember that when headwater streams are degraded, especially if over a large area, larger rivers which they feed into are also threatened.

Channelization and Culverting

Natural drainage patterns are often altered by channelizing streams or enclosing them in culverts. Many stream channels have been straightened in an attempt to quickly remove storm water and prevent flooding. This alteration results in more extremes to flows within the watershed - including both "flashier" floods and lower base flows.

Habitat destruction

Removal of trees and natural vegetation from the land surrounding headwater streams commonly occurs. Without native vegetation, the health of headwater streams is in danger, as are the healths of larger streams if enough headwater streams are impacted in their watersheds. This can result in increased erosion and flooding, and decreased water

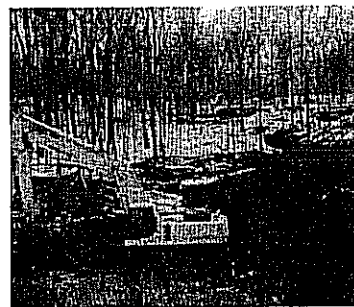
quality.

Mining

Acidic water and degraded stream channels are common in areas in which mining operations occur.

Urban/suburban Sprawl

Urban/suburban sprawl can result in the relocation or removal of stream channels, increased erosion and increased runoff from the surrounding landscape. Sprawl usually results in more land being covered by pavement, rooftops and other impervious surfaces. This results in more storm water runoff into primary streams unable to cope with the higher flows. This in turn can result in flooding and



degradation to the larger streams and lakes into which the primary streams flow.

Pollutants

Sewage from malfunctioning septic systems, chemicals from businesses, manure from confined livestock operations and other pollutants can all degrade primary headwater streams.

Trail Problems	Follow-up Question (Q. II-7)	LMST Ranking (Q. II-6)	LMST Mean Score	National Study Ranking	National Study Mean Score
Not enough access points	15 (tie)	14 (tie)	2.2	19	1.5
Litter and glass	13 (tie)	17 (tie)	2.1	10 (tie)	1.9
Personal safety	11 (tie)	17 (tie)	2.1	14 (tie)	1.7
Trail vandalism	Not listed	19	1.9	14 (tie)	1.7

Note: See text for discussion of columns 1 and 2.

Two additional comments are important regarding the issues of crowding and trail surface. First, the problem of crowding is more noticeable in Loveland (where 64% of the on-site interviews occurred). This location has the highest density of use and the greatest diversity of user modes (biking, walking, and in-line skating). This situation is complicated by the fact that the trail in this portion of Loveland is the original section of trail and is narrow by today's standards. It is eight feet wide; all the newer sections are ten feet wide.

Second, trail users in general thought the maintenance was good and that there were few problems with rough surfaces and/or litter. On the other hand, responses to Part II, Question 5, "What things do you like least about the Little Miami Scenic Trail?" specifically mentioned rough trail surfaces in some areas (especially bridge surfaces) and twigs, leaves, and grass clippings on the trail. Nature's "litter" presents a problem, especially for in-line skaters, who travel best on smooth surfaces.

For a complete list of comments, see Appendix G.

BENEFITS OF THE LITTLE MIAMI SCENIC TRAIL

Trail users responding to the Follow-up Survey were also asked to quantify their trip-related expenditures and durable goods expenditures that were a direct result of the trail. The findings from the survey are summarized here. More detailed tables can be found in Appendix H-8 through H-11.

Trip-related Expenditures

Results of the follow-up survey show that trail users spend an average of \$13.54 per person per visit. The biggest expenditures are for restaurant or auto-related

Table 13. Annual Durable Goods Expenditures per Respondent

Items	Amount/ Person/12 mos.	Percent
Clothing	\$ 42	15%
Equipment	\$163	59%
Accessories	\$ 64	23%
Other	\$ 8	3%
TOTAL	\$277	100%

There is a definite contrast between trip-related and durable goods expenditures by location. Most trip-related expenditures (77%) occurred in Warren County--the study area for the Little Miami Scenic Trail. Most durable goods expenditures (74%) took place in Ohio but outside of Warren County. This can be attributed to the fact that most of the bicycle shops in the OKI Region are located in Hamilton County which includes Cincinnati and its suburbs. North of the study area, most of the bicycle shops are in the Dayton (Montgomery County) and Xenia (Greene County) areas.

Table 14. Annual Durable Goods Expenditures by Location

Location	Total per Year	Percent
In Warren County	\$ 7,400	16%
Other Places in Ohio	\$34,700	74%
Outside of Ohio	\$ 4,500	10%
TOTAL	\$46,600	100%

As a result of the study, we know that 168 survey respondents spent an average of \$277 last year on durable goods. Calculating the annual amount spent by the 150,000 to 175,000 users is more difficult, because we are not sure how many different people those numbers represent, and because these expenses typically do not occur every year or may be averaged over more than one year.

According to the study results, there are 168 respondents who visit the trail an average of 37 times annually for a total of about 6200 visits. Applying this average to the estimated 150,000 to 175,000 total visits per year produces an

purchases. Trail users spend an average of \$3.43 per visit at restaurants and an additional \$1.31 for food and beverages at retail stores for a total of \$4.74 or 35% of trip-related expenditures. Auto expenses (including gas, oil, and repairs) average \$4.04 or 30% of trip expenses. These expenses are easily explained, because trail users travel an average of 23 miles by motor vehicle to reach the trail and stay an average of three hours.

The low average amount spent on lodging may reflect the few number of people who stayed over night. Only 13 trail users--or 5% of people responding to the on-site survey--said that they were using overnight accommodations. Six people were staying at a hotel or motel; five people were staying with friends or relatives; and 2 people were staying at campgrounds. A larger sample of overnight visitors would be required in order to draw any conclusions about this group of trail users.

Table 11. Trip-related Expenditures per Person

Items	Amount/ Person/Trip	Percent
Restaurants	\$ 3.43	25%
Food & Beverages	\$ 1.31	10%
Lodging	\$ 1.50	11%
Retail	\$ 1.91	14%
Auto Expenses	\$ 4.04	30%
Other	\$ 1.35	10%
TOTAL	\$13.54	100%

(Note: Based on an estimated 290 persons.)

The average trip expenditure on the Little Miami Scenic Trail is higher than in the National Study which varied from \$3.97 to \$9.21 to \$11.02 for three trails. The National Study Data was collected in 1990 and 1991, and the differences can be attributed, in part, to the increased cost of goods and services between then and 1997-98 when the Little Miami Scenic Trail data was collected. More importantly, restaurants and auto-related expenses also accounted for the largest trip-related expenses at all three trails surveyed in the National Study.

season--ODNR park rangers are posted at intersections to warn and/or ticket people who do not stop for the stop signs posted at most intersections.

From an economic perspective, the Little Miami Scenic Trail creates economic development opportunities in Warren County and in the surrounding area. People spend an average of \$13.54 per visit on food and beverages and auto expenses. Restaurants and snack shops continue to develop along the trail and in nearby communities. Survey respondents suggested that they would like a map of the trail that included the location of restaurants and food stops. This would be a good project for local Chambers of Commerce, the Warren County Convention and Visitors' Bureau, and the Ohio Department of Tourism.

Trail users spend an average of \$277 each year on durable goods such as clothing, equipment, and accessories. Although there is one bicycle shop in Loveland, most of these expenditures occurred outside of Warren County. There may be opportunities in Warren County for additional bike shops and places that rent equipment near the trail and in nearby communities (e.g., Lebanon and Mason). Bicycle and skate rental places may also want to evaluate the need to remain open for a longer period of time--especially on weekends in the spring and fall. Biking and in-line skating occur almost year around in the Cincinnati area, however, the existing rental locations in Loveland and Corwin are generally open from May to September.

The following quote from one of the survey respondents provides an appropriate conclusion to the results of the Little Miami Scenic Trail Users Study.

"I love the scenery , I love the smooth flat trail. I love being able to go for 20+ miles. I love being able to depart from different parts of the trail and still go 20+ miles. I love passing through the towns and stopping at an ice cream parlor. I love the trees and the shade. I love being along the river. In the past 2 months we have ridden all parts of the trail from Milford to Xenia. Eventually we will do all the trail and as it is extended we will do that. This just begins to tell you how much my family has enjoyed the trail and we thank those who had the foresight to preserve and develop this wonderful resource."